

REQUEST FOR PROPOSALS

#08-11

TRANSIT BUS

SURVEILLANCE EQUIPMENT

DECEMBER 21, 2010

ALL PROSPECTIVE PROPOSERS SHOULD BE AWARE IF THEY DID NOT OBTAIN THIS PACKAGE FROM CTTRANSIT'S PURCHASING DEPARTMENT WE CAN IN NO WAY GUARANTEE YOU WILL RECEIVE ANY ADDITIONAL INFORMATION (ADDENDUMS, ETC).

ALL PROSPECTIVE PROPOSERS MUST INDIVIDUALLY REGISTER WITH CTTRANSIT.

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PART I DEFINITIONS

1.0 SINGULAR, PLURAL, GENDER, & DEFINITIONS

- A. Any word contained in the text of this Request for Proposals (RFP) shall be read as the singular or the plural and as the masculine, feminine or neuter gender, all as may be applicable in the particular context. More specifically, however, for the purposes of this Request For Proposal, the following words shall have the meanings attributed to them in this Section:
- 1) **"CTTRANSIT"** means Connecticut Transit.
 - 2) **"Contract Documents"** means the document, including all exhibits attached thereto and/or incorporated therein by reference, which evidences the obligation of CTTRANSIT and the Contractor resulting from this RFP.
 - 3) **"Contractor"** means a person, natural or artificial, who is or may be awarded a contract hereunder.
 - 4) **"FTA"** means the Federal Transit Administration.
 - 5) **"Proposal"** means the offer and response made to this RFP by a Proposer.
 - 6) **"Proposal Opening Date"** means date proposal(s) are officially opened and reviewed.
 - 7) **"Proposer"** means the person, natural or artificial, submitting a Proposal in response to this RFP.
 - 8) **"RFP"** means Request for Proposals.
 - 9) **"Submission Deadline"** means date and time Proposals must be submitted to be considered.
 - 10) **"US DOL"** means the United States Department of Labor.
 - 11) **"US DOT"** means the United States Department of Transportation.
 - 12) **"ConnDOT"** means the Connecticut Department of Transportation.
 - 13) **"The State"** means the State of Connecticut.
 - 14) **"DHS"** means United States Department of Homeland Security.
 - 15) **"FEMA"** means Federal Emergency Management Agency.
 - 16) **"TSGP"** means Transit Security Grant Program.

1.1 ADDITIONAL DEFINITIONS

- A. For the purposes of this Request For Proposal, the following words shall have the meanings attributed to them in this Section:
- 1) **"CTTRANSIT ADDRESSES/DIVISIONS"** means the following:
 - Hartford Bus Facility—100 Leibert Road, Hartford, CT 06120
 - New Haven Bus Facility—2061 State Street, Hamden, CT 06514
 - Stamford Bus Facility—26 Elm Court, Stamford, CT 06902

PART II GENERAL REQUIREMENTS

2.0 DEADLINE FOR SUBMISSION OF PROPOSALS

All Proposals received by CTTRANSIT prior to the Submission Deadline shall be kept securely sealed. Any Proposal submitted to CTTRANSIT in an unsealed envelope may be considered non-responsive and may be rejected. Any Proposal submitted to CTTRANSIT, which has no signature, may be considered non-responsive and may be rejected. Any Proposal received after the Submission Deadline may not be opened and/or considered for award.

2.1 FORMAT

Proposals must be submitted to CTTRANSIT in conformity with the format and requirements hereof. Proposals submitted to CTTRANSIT in any other format may be considered non-responsive and may be rejected. The person executing the Proposal must initial any erasures, emendations, corrections, interlineations, alterations or other changes appearing on the Proposal.

2.2 ADDITIONAL INFORMATION

CTTRANSIT reserves the right to require that a Proposer submit additional and further information or explanation to aid CTTRANSIT in considering the Proposal. At the discretion of CTTRANSIT, Contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

2.3 DEBARMENT & SUSPENSION REQUIREMENTS OF EXECUTIVE ORDER 12549 & 12689

Any Proposal submitted hereunder shall include certification that the Proposer, the employees of the Proposer, and the subcontractors of the Proposer are not on the Comptroller General's list of ineligible Contractors. If any of the foregoing persons appear on the Comptroller General's list of ineligible Contractors the Proposer will be considered ineligible.

**WARNING: ANY PROPOSAL THAT DOES NOT INCLUDE THE CERTIFICATE
REQUIRED BY THIS SECTION SHALL BE CONSIDERED NON-RESPONSIVE.**

2.4 RFP POSTPONEMENT & AMENDMENT

CTTRANSIT reserves the right to revise or amend this RFP at any time up to or until the Submission Deadline. All revisions and amendments shall be in writing and copies thereof either mailed, transmitted by facsimile, or emailed to all persons who pickup or received the RFP. The Submission Deadline and the Proposal Opening Date may be extended at the sole discretion of CTTRANSIT.

2.5 CONDITIONS OF PROPOSAL

Any Proposal submitted in response to this Request For Proposals and any purchase orders and/or contracts awarded or resulting there from shall be subject to the terms, provisions, instructions and conditions hereof and any subsequent amendments, modifications, addendum, supplements and/or changes thereto.

2.6 PROPOSALS & PROPOSAL MODIFICATIONS

All documents, data, materials and information submitted by the Proposer to CTTRANSIT, whether accompanying the Proposal originally or subsequently submitted and all emendations and modifications made to the Proposal shall be deemed to constitute a part of the Proposal.

2.7 PROPOSAL/OFFER

Each Proposal submitted by a Proposer is deemed to be an offer made by and binding upon the Proposer and CTTRANSIT may, in its sole discretion, accept the offer as stated in the Proposal, with or without further negotiations, and, upon such acceptance by CTTRANSIT, Proposer covenants and agrees that it is bound and obligated to fully perform in accordance with the terms and provisions of its Proposal as accepted.

2.8 WAIVER OF INFORMALITIES & PROPOSAL REJECTION

CTTRANSIT reserves the right to waive any informality or irregularity in any Proposal it receives which in CTTRANSIT's sole discretion does prejudice other persons. Further, CTTRANSIT reserves the right to reject any and all Proposals submitted. Conditional Proposals or those Proposals submitted which take exception to the provisions hereof will be considered as non-responsive and will be rejected.

2.9 PROPOSAL WITHDRAWAL

Each and every Proposer who submits a Proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any Proposal after it has been deposited with CTTRANSIT, provided any Proposer makes his/her request in writing, one (1) hour before time that Proposals are due. No Proposer may withdraw his/her Proposal within ninety (90) calendar days after the Proposal opening. CTTRANSIT reserves the right to make an award within ninety (90) calendar days from the date Proposals are due, during which time, Proposals shall not be withdrawn.

2.10 AUTHORITY TO SUBMIT & PERFORM PROPOSAL

If a natural or artificial person submits the Proposal, doing business under a trade name, an assumed name or a fictitious name, then the Proposal shall so state. If the Proposal is submitted by a Partnership or Joint Venture, then, in addition to the name of the Partnership or the Joint Venture and the address of the Partnership or Joint Venture, then the full name and address of each Partner of the Partnership or Joint Venturer of the Joint Venture shall be stated in the Proposal and the Proposal must be executed by each Partner of the Partnership or Joint Venturer of the Joint Venture, as applicable. If the Proposal is submitted by a Limited Partnership, then (i) the full name and address of each General Partner and Limited Partner shall be stated in the Proposal, (ii) evidence of the General Partner's authority to act for and bind the Limited Partner shall be included in and with the Proposal, (iii) evidence of registration as a foreign limited partnership in Connecticut shall be included in and with the Property and (iv) the Proposal shall be executed by the duly authorized General Partner(s). If the Proposal is submitted by a corporation or limited liability company, then (i) a certificate of good standing from the Secretary of State of Connecticut shall be included in and with the Proposal, (ii) a certified copy of the resolution authorizing the execution of the Proposal in the name of the corporation or limited liability company shall be included in and with the Proposal, and (iii) the proposal shall be executed by the duly authorized officer of the corporation or limited liability company.

2.11 PROPOSAL PROTESTS

Any protest by an interested party regarding this procurement shall be made in accordance with FTA regulation, pursuant to the procedures provided in FTA C4220.1F. Alleged violations of certain federal requirements provide a separate complaint procedure.

A. PROTEST POLICY AND PROCEDURES

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

CTTRANSIT has established these Pre-Proposal, 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 (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at CTTRANSIT's Administrative Offices, 100 Leibert Road, Hartford, CT 06120 and available upon request.

B. APPLICABILITY

This regulation is applicable to all CTTRANSIT employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against CTTRANSIT in the Pre-Proposal, Pre-Award and Post-Award procurement phase.

C. DEFINITIONS

- 1) **"Common Grant Rules"** refers to the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients/subrecipients of Federal assistance including Indian tribal governments.
- 2) **"Interested Party"** means a party that is an actual or prospective Proposer whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an "interested party".

- 3) **"Protest"** means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential Proposer's or Contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.
- 4) **"Protester"** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".
- 5) **"Types of Protests"** there are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:
 - 6) A pre-proposal or solicitation phase Protest is received prior to the proposal opening or proposal due date. Pre-proposal protests are those based on the content of the initial Notice and/or solicitation published by CTTRANSIT requesting Proposals from vendors or other interested parties.
 - 7) A pre-award Protest is a protest against making an award and is received after receipt of proposals but before award of a contract.
 - 8) 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 making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or CTTRANSIT policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

D. STANDARDS

All Protests must be filed in writing to:

Connecticut Department of Transportation (ConnDOT)
 Michael A. Sanders, Transit and Ridesharing Administrator
 Bureau of Public Transportation
 2800 Berlin Turnpike
 P.O. BOX 317546
 Newington, CT 06131-7546

Additionally a carbon copy must be provided to:

CTTRANSIT Administrative Offices
 David Lee, General Manager
 100 Leibert Road
 P.O.Box 66
 Hartford, CT 06141

No other locations are acceptable.

1. 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/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation. A Protester must exhaust all of protest administrative remedies before pursuing a protest with the FTA.
2. Connecticut Department of Transportation, Michael A. Sanders, Transit and Ridesharing Administrator or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Transit and Ridesharing Administrator or Designee must be in writing and shall include a response to each substantive issue raised in the Protest. The Administrator's decision shall constitute CTTRANSIT's final administrative determination.
3. If CTTRANSIT postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, CTTRANSIT will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation

documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until the Connecticut Department of Transportation, Transit and Ridesharing Administrator or Designee has issued its final Decision.

4. The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.
5. Reviews of Protests by FTA are limited to 1) failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.
6. A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision by the Connecticut Department of Transportation, Transit and Ridesharing Administrator or Designee is rendered. Protest appeals should be filed with:

Federal Transit Administration

Regional Administrator Region I
Transportation Systems Center
Kendall Square
55 Broadway, Suite 920
Cambridge, MA 02141-1093
Phone: 617-494-2055
Fax: 212-668-2136

E. ConnDOT RESPONSIBILITIES TO FTA

ConnDOT will notify FTA when they receive a third party contract protest to which the FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep FTA informed about the status of the Protest including any appeals.

ConnDOT will provide the following information to FTA:

- 1) **Subjects: A list of Protests involving third party contracts and potential third party contracts that:**
 - ✓ Have a value exceeding \$100,000, or
 - ✓ Involve controversial matter, irrespective of amount, or
 - ✓ Involve a highly publicized matter, irrespective of amount.
- 2) **Details: The following information about each Protest:**
 - ✓ A brief description of the Protest,
 - ✓ The basis of disagreement, and
 - ✓ If open, how far the Protest has proceeded, or
 - ✓ If resolved, the agreement or decision reached, and
 - ✓ Whether an appeal has been taken or is likely to be taken.
- 3) **When and Where: ConnDOT will provide this information:**
 - ✓ In its next quarterly Milestone Progress Report, and
 - ✓ At its next Project Management Oversight review, if any.

F. Officials to Notify

When ConnDOT denies a proposal Protest, and an appeal is likely to occur, ConnDOT will inform the FTA Regional Administrator for Region I or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

- 1) ConnDOT will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require ConnDOT to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

- 2) Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.
- 3) **CTTRANSIT reserves the right to modify its protest procedures for the procurement of commodities such as diesel fuel, as award notification must be on the date of the proposal opening or within a relatively short period of time thereafter as pricing is tied to market pricing and subject fluctuations of the market.

2.12 APPROVED EQUALS

Whenever any brand name, any manufacturer name, or product name is indicated in this Request for Proposal, they are included only for the purpose of establishing identification and a general description of the item. Whenever a process is designated or described, it will be understood that the words "or approved equals" follows such name, designation or description, whether in fact they do so or not.

It should be understood that specifying a brand name component and/or equipment in this Request for Proposal shall not relieve the Proposer from the responsibility to produce the product in accordance with the performance warranty and contractual requirements hereof. The Proposer is responsible for notifying CTTRANSIT of any inappropriate brand name and/or equipment that may be called for in this Request for Proposals and to propose a suitable substitute therefore.

2.13 PROHIBITED INTEREST

No employee, officer, director or agent of CTTRANSIT shall participate in the selection, and/or award or administration of a contract resulting from this RFP if a conflict of interest, real or apparent, would be involved. CTTRANSIT's directors, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from any Proposer.

2.14 FEDERAL REQUIREMENTS

All Proposers understand that Federal laws, regulations, policies, and related administrative practices (hereinafter referred to as the "Federal Requirements") applicable to this RFP may be modified from time to time. By submission of a Proposal hereunder all Proposers agree that the most recent of such Federal Requirements will govern the administration of this RFP at any particular time.

2.15 TIME IS OF THE ESSENCE

Time is of the Essence of this RFP and all provisions hereof.

2.16 PROJECT FAMILIARIZATION

The Proposer shall familiarize him/herself with the location of facilities and of the areas of responsibility and labor therein. Failure to do so will not relieve a successful Proposer of his obligation to furnish all labor/materials/supplies necessary to carry out the provisions of this contract. Insofar as possible in carrying out his work, the Proposer must employ such methods and/or means to not cause any interruption of or interference with operations of CTTRANSIT. Proposers are directed to read the specifications and terms of this Proposal carefully, as no additional compensation will be granted for failure to inform him/her and or miscalculations.

PART III FEDERAL CONTRACT PROVISIONS

By submission of a Proposal, pursuant to the terms and provisions hereof, the Proposer covenants and agrees that the following Federal provisions shall be made a part of any Contract Documents resulting here from. The Contractor is advised that the Federal contract provisions shall prevail unless the State contract provisions incorporate higher standards, thresholds, or applicable laws, regulations, or statutes.

3.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any CTTRANSIT requests which would cause CTTRANSIT to be in violation of the FTA terms and conditions.

3.1 BREACH OF CONTRACT

If the Contractor shall fail, refuse or neglect to fully comply with the terms and provisions hereof, such a failure, refusal or neglect shall be deemed a breach of this Contract, and CTTRANSIT may, in its discretion, pursue any and all of its lawful remedies.

3.2 DISPUTES

- A. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the General Manager or their authorized designated representative of CTTRANSIT. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to CTTRANSIT. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. CTTRANSIT will keep FTA informed about disputes with which it is involved. In particular, it should contact its project manager about any unusual activity. CTTRANSIT will include adequate documentation in its project files of the facts, events, negotiations, applicable laws, and a legal evaluation of the likelihood of success in any potential litigation involving the dispute as may be needed to justify FTA's concurrence in any compromise or settlement of the dispute, should concurrence become necessary.
- 1) **Performance During Dispute** - Unless otherwise directed by CTTRANSIT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
 - 2) **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
 - 3) **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CTTRANSIT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Connecticut in which CTTRANSIT is located.
 - 4) **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CTTRANSIT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

3.3 TERMINATION

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

- B. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CTTRANSIT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CTTRANSIT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, CTTRANSIT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. **Opportunity to Cure (General Provision)** CTTRANSIT in its sole discretion may, in the case of a termination for breach or default, allow the Contractor time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

- D. **Waiver of Remedies for any Breach** In the event that CTTRANSIT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CTTRANSIT shall not limit CTTRANSIT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- E. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, CTTRANSIT may terminate this contract for default. CTTRANSIT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

3.4 CONTRACTOR ACTION

- A. After receipt of a notice of termination, and except as otherwise directed by CTTRANSIT, the Contractor shall:
- 1) Stop work under the Contract on the date and to the extent specified in the notice of termination;
 - 2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - 3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
 - 4) Assign to CTTRANSIT in the manner, at the times, and to the extent directed by CTTRANSIT, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which CTTRANSIT shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of CTTRANSIT, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
 - 6) Transfer title to CTTRANSIT and deliver in the manner, at the times, and to the extent, if any, directed by CTTRANSIT the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to CTTRANSIT; and
 - 7) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by CTTRANSIT, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by CTTRANSIT, and provided further, that the proceeds of any such transfer of disposition shall be applied in reduction of any payments to be made by CTTRANSIT to the Contractor under this Contract, or shall otherwise be credited to the price or cost of the work covered by this Contract, or paid in such other manner as CTTRANSIT may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which CTTRANSIT has or may acquire an interest.

3.5 COMMUNICATIONS

In cases where communication is required between the Contractor and CTTRANSIT, such as further information, furnishing of specifications, or obtaining approval of proposed work such communications from the Contractor shall be forwarded directly to the appropriate representative at CTTRANSIT. Communications shall be in writing and delivered personally, by facsimile (fax) or telegram, or by regular, registered, or certified mail. Telephone calls may be used to expedite communications, but shall not be official communications unless confirmed in writing. Communications shall be considered received at the time actually received the addressee or designated agent.

3.6 CONTRACTOR RESPONSIBILITY

In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specification. The Contractor shall assume responsibility for all materials and services used, whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify CTTRANSIT in writing of the replacement and provide name, address, telephone number, and the type of service.

3.7 FEDERAL CHANGES

Proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CTTRANSIT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

3.8 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

3.9 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

The Contractor acknowledges and agrees as follows:

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.10 MAINTENANCE OF RECORDS

A. Access to Records - The following access to records requirements apply to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight (PMO) Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C.

5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- 5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) The Contractor shall at all times maintain reasonable records relating to the performance of this Contract. Such records shall be in conformity with the generally accepted accounting principles. Records shall be available to CTTRANSIT and its representative(s).

3.11 AUDIT AND INSPECTION OF RECORDS

The Contractor shall permit CTTRANSIT, the authorized representative of CTTRANSIT, the United States Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract. The Contractor and its suppliers shall maintain records concerning minority/disadvantaged business enterprises for a period of three (3) years after completion of the contract.

3.12 PROHIBITED INTEREST--CONTRACTOR

The Contractor warrants and represents that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services, required to be performed under this Contract. The Contractor further warrants and represents that in the performance of this Contract, it shall not employ any person with such interest.

3.13 PROHIBITED INTEREST--CTTRANSIT

No member, officer, or employee of CTTRANSIT, or of a local public body during their tenure, or for one (1) year thereafter, or organization which employs, or is about to employ any of the above, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

3.14 INTEREST OF MEMBERS OR OF DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly held corporation.

3.15 RESTRICTIONS ON LOBBYING

CTTRANSIT agrees to comply with 31 U.S.C. § 1352, which prohibits the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress. In addition, even though CTTRANSIT uses no Federal funds for lobbying, CTTRANSIT also agrees to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with Federal assistance, and to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 3) The Contractor 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) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.16 FREE COMPETITIVE BIDDING

Proposer has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted herein.

3.17 NON –COLLUSION ASSURANCE

The Proposer attests that he or she is the person responsible within its firm for the final decision as to the price(s) and amount of this proposal and further attest that:

- 1) The price(s) and amount of this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other Vendor, Proposer or potential Proposer.
- 2) Neither the price(s) nor the amount of this proposal has been disclosed to any other firm or person who is a Proposer or potential Proposer on this project, and will not be so disclosed prior to proposal opening.
- 3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form of complimentary bid.
- 4) The proposal of its firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary Proposal.
- 5) Its firm has not offered or entered a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, in consideration for an agreement or promise by any firm or person or person to refrain from bidding or to submit a complementary proposal on this project.
- 6) Its firm has not offered or promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection to any other project, in consideration for my firm's submitting a complementary Proposal, or agreeing to do so, on this project.

- 7) The Proposer has made a diligent inquiry of all members, officers, employees, and agents of its firm with responsibilities relating to the preparation, approval, or submission of its firm's proposal and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

3.18 GRANT CONTRACT

The services and/or product described herein are to be purchased with the assistance of a Grant from the Federal Government from the Federal Transit Administration. The Contractor shall be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the Federal Transit Administration and CTTRANSIT.

3.19 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver had been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to CTTRANSIT the appropriate Buy America Certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

3.20 CARGO PREFERENCE

Cargo Preference-Use of United States-Flag Vessels-The Contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading)
- 3) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3.21 "FLY AMERICA" REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3.22 PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS

The Proposer agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

Buy America Requirements: The Proposer shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Proposer certifies compliance with Buy America, it shall submit documentation which lists:

- 1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

A. SOLICITATION SPECIFICATION REQUIREMENTS

- 1) The Proposer shall submit evidence that it will be capable of meeting the proposal specifications.

B. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)

- 1) The Proposer shall submit manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS, or;
- 2) Manufacturers certified statement that the contracted buses will not be subject to FMVSS regulations.

3.23 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to insert the foregoing provision, modified as necessary to identify the affected parties, in each third party contract implementing this procurement, except third party contracts for standard commercial supplies, raw materials, or construction, and shall require each third party Contractor to insert a similar provision in each subcontract, except subcontracts for standard commercial supplies, raw materials, or construction.

3.24 CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

Withholding for unpaid wages and liquidated damages - CTTRANSIT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or subcontractor under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

3.25 INSURANCE AND BONDING

At a minimum, the Contractor agrees to comply with FTA regulations, "Project Management Oversight", 49 C.F.R. Part 663, and any revision thereto. **CONTRACTOR IS ADVISED TO CHECK THE INSURANCE/BONDING REQUIREMENTS AND DOLLAR THRESHOLDS FOR THE STATE OF CONNECTICUT. ALL INSURANCE/BONDING REQUIREMENTS AT THE HIGHER THRESHOLDS SHALL PREVAIL.**

At all times during the term of the Contract, the Contractor shall purchase and maintain the following insurance coverage's at a minimum:

- 1) Comprehensive general public liability on an occurrence basis and property damage insurance, including but not limited to, premises and operations coverage with X, C and U exclusions deleted, if applicable, owners and Contractors protective coverage; product and completed operations coverage, broad form property damage coverage including completed operations, blanket contractual liability insurance, personal injury coverage, and contingency liability coverage, protecting and indemnifying CTTRANSIT and others designated by CTTRANSIT against any and all claims (including all costs and expenses of defending against same) for bodily injury, sickness, disease or death or for damage or injury to or destruction of property (including loss of use) arising out of the Contractor's performance of its obligations under the Contract, the limits of which insurance shall be not less than Five Hundred Thousand Dollars (\$500,000).
- 2) Worker's compensation insurance and employer's liability insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000) covering all liability imposed under the provision of any worker's compensation law, employer's liability act or similar laws of the State of Connecticut that may at any time or from time to time be enacted.
- 3) Business Auto Liability Insurance in the amount of Five Hundred Thousand Dollars (\$500,000) combined single limits for bodily injury and/or property damage liability including, (i) owned autos, (ii) hired or borrowed autos, and (iii) non-owned autos.
- 4) Blanket Fidelity Bond Insurance in the amount of One Hundred Thousand Dollars (\$100,000) on each and every employee of the Contractor.
- 5) Insurance company certificates evidencing the existence of all of these policies of insurance shall be delivered to CTTRANSIT and all policies of insurance required to be provided and obtained hereunder shall show CTTRANSIT as an additional insured and provide that they shall not be amended or canceled on less than 30 days prior written notice to CTTRANSIT and all insured and beneficiaries of the policies.

3.26 BID BOND REQUIREMENTS

- 1) Bid Security - A Bid Bond in the amount of five percent (5%) of the base bid must be issued by a fully qualified surety company acceptable to CTTRANSIT and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described there under.
- 2) Rights Reserved - In submitting this Proposal, it is understood and agreed by Proposer that the right is reserved by CTTRANSIT to reject any and all Proposals, or part of any Proposal, and it is agreed that the Proposal may not be withdrawn for a period of ninety (90) days subsequent to the opening of Proposals, without the written consent of CTTRANSIT.
- 3) It is also understood and agreed that if the undersigned Proposer should withdraw any part or all of his proposal within ninety (90) days after the proposal opening without the written consent of CTTRANSIT, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit

his bid security to the extent of CTTRANSIT's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

- 4) It is further understood and agreed that to the extent the defaulting Proposer's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by CTTRANSIT) shall prove inadequate to fully recompense CTTRANSIT for the damages occasioned by default, then the undersigned Proposer agrees to indemnify CTTRANSIT and pay over to CTTRANSIT the difference between the bid security and CTTRANSIT's total damages, so as to make CTTRANSIT whole.
- 5) The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the proposal unresponsive.

3.27 PERFORMANCE AND PAYMENT BONDING REQUIREMENTS (NON-CONSTRUCTION)

The Proposer may be required to obtain performance and payment bonds when necessary to protect CTTRANSIT's interest. The following situations may warrant a performance bond:

- a) CTTRANSIT property or funds are to be provided to the Proposer for use in performing the contract or as partial compensation (as in retention of salvaged material).
- b) A Proposer sells assets to or merges with another concern, and CTTRANSIT, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
- c) Substantial progress payments are made before delivery of end items starts.
- d) Contracts are for dismantling, demolition, or removal of improvements. When it is determined that a performance bond is required, the Proposer shall be required to obtain performance bonds as follows:
- e) The penal amount of performance bonds shall be 100 percent of the original contract price, unless CTTRANSIT determines that a lesser amount would be adequate for the protection of CTTRANSIT.
- f) CTTRANSIT may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. CTTRANSIT may secure additional protection by directing the Proposer to increase the penal amount of the existing bond or to obtain an additional bond. A payment bond is required only when a performance bond is required, and if the use of payment bond is in CTTRANSIT's interest. When it is determined that a payment bond is required, the Proposer shall be required to obtain payment bonds as follows:
- g) The penal amount of payment bonds shall equal:
 - Fifty percent (50%) of the contract price if the contract price is not more than one-million dollars (\$1,000,000);
 - Forty percent (40%) of the contract price if the contract price is more than one-million dollars (\$1,000,000) but not more than five-million dollars (\$5,000,000); or
 - Two and one half million dollars (\$2,500,000) if the contract price is more than five-million dollars (\$5,000,000).

3.28 WARRANTY OF THE WORK

The Proposer warrants to CTTRANSIT that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by CTTRANSIT, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by CTTRANSIT, the Proposer shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Proposer hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by CTTRANSIT and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to CTTRANSIT.

3.29 PAYROLL RECORDS

The Contractor and any subcontractor shall maintain payrolls and basic payroll records during the course of the work, and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of

hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of CTTRANSIT, US DOT, FTA, the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

3.30 SUBCONTRACTS

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth as well as a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor within these clauses.

3.31 DISADVANTAGED BUSINESS ENTERPRISES

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

Therefore, the Contractor shall cooperate with CTTRANSIT, US DOT, and the FTA in implementing the requirements concerning DBE utilization in accordance with 49 CFR Part 26. The Contractor shall also cooperate with CTTRANSIT, US DOT, and the FTA in reviewing the Contractor's activities relating to this provision.

The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CTTRANSIT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Proposers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award:

- 1) The names and addresses of DBE firms that will participate in this contract;
- 2) A description of the work each DBE will perform;
- 3) The dollar amount of the participation of each DBE firm participating;
- 4) Written documentation of the Proposer's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- 5) Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment; and
- 6) If the contract goal is not met, evidence of good faith efforts to do.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the RFP, and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, CTTRANSIT may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract. Proposers must present the information required above as a matter of responsiveness as referenced in 49 CFR 26.53.

- (a) Policy - It is the policy of CTTRANSIT that Disadvantaged Business Enterprises, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 and apply to this Contract.

The Proposer agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of CTTRANSIT to promote the development and increase the participation of businesses owned and controlled by disadvantaged individuals. DBE involvement in all phases of CTTRANSIT's procurement activities is encouraged.

- (b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, CTTRANSIT may declare the Contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the CTTRANSIT's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CTTRANSIT and will be submitted to the CTTRANSIT upon request.
- (e) CTTRANSIT will provide affirmative assistance as may be reasonable and necessary to assist the prime Contractor in implementing their programs for DBE participation.

The assistance may include the following upon request:

- * Identification of qualified DBE
- * Available listing of Minority Assistance Agencies
- * Holding proposal conferences to emphasize requirements

DBE Program Definitions, as used in the contract:

(a) Disadvantaged business is a business:

- i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- or
- iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

- (b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
- (c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

The Contractor agrees to comply with current US DOT regulations on participation of DBE's, as defined in 49 CFR part 26, in the performance of contracts and subcontracts financed in whole or in part with Federal Funds.

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) day after the Contractor's receipt of payment for that work from CTTRANSIT. In addition, the contractor may not hold retainage from its subcontractors. The Contractor must promptly notify CTTRANSIT whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CTTRANSIT.

The Connecticut Department of Transportation (ConnDOT) maintains a directory of certified DBE's firms. The directory lists the firm's name, address, telephone number, and the types of work the firm has been certified to perform as a DBE. The directory is available in hard copy form and on the ConnDOT website www.ct.gov/dot. The directory is updated on a continuous basis.

Small and Minority Firms and Women's Business Enterprise--It is the policy of the US DOT, FTA, and CTTRANSIT that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by CTTRANSIT, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of CTTRANSIT that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

CTTRANSIT will take all necessary affirmative steps to assure that minority firms, women's business enterprises, etc. firms are used when possible. Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring prime contractors, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance.

3.32 CIVIL RIGHTS

The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
2. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, CTTRANSIT shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate including, but not limited to: (i) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or (ii) cancellation, termination or suspension of the Contract, in whole or in part.
3. **Incorporation of Provisions:** The Contractor shall include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

3.33 AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with, and assures that any of its subcontractors hereunder complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

This clause applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, (42 U.S.C. 121101 et seq.), (Act), during the term of the contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract, either now or during the term of the contract as it may be amended, will render the contract voidable at the option of CTTRANSIT upon notice to the Contractor. The Contractor warrants that it will hold CTTRANSIT harmless and indemnify CTTRANSIT from any liability which may be imposed upon CTTRANSIT as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this contract.

3.34 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by CTTRANSIT. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to CTTRANSIT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.35 PRIVACY

The following requirements apply to the Proposer and its employees that administer any system of records on behalf of the Federal Government under any contract: (1) The Proposer agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Proposer agrees to obtain the express consent of the Federal Government before the Proposer or its employees operate a system of records on behalf of the Federal Government.

The Proposer understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Proposer also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

3.36 PATENT RIGHTS

Rights in Data-The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Proposer may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Proposer authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government.

Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- 1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
- 2) Any rights of copyright purchased by the Purchaser or Proposer using Federal assistance in whole or in part provided by FTA.
- 3) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Proposer performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained.

If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Proposer's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Proposer agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Proposer of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Proposer shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Proposer and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Proposer identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Proposer agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Proposer's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Proposer agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Proposer also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Proposer agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Proposer's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Proposer agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Proposer also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3.37 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

3.38 ENVIRONMENTAL PROTECTION

The Contractor shall be aware that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53.

The Contractor shall also be aware that U.S. EPA, FTA and other Federal agencies have issued, and are expected to issue, Federal regulations and directives that may affect the Project. The Contractor agrees to comply, and assures the compliance of each subcontractor, vendor, and other participant at any tier of the Project, with any applicable

Federal laws and regulations and follow applicable Federal directives in effect now or that become effective in the future, except to the extent the Federal Government determines otherwise in writing.

Listed below are environmental provisions of particular concern to FTA and CTTRANSIT. The Contractor understands and agrees that those laws and regulations, and associated Federal directives, might not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

- 1) **Environmental Protection**--The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to State responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

- 2) **Air Quality**--The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor should be aware that the following U.S. EPA regulations, among others, may apply to 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600. The Contractor agrees to report any violation of these requirements resulting from any Project implementation activity to FTA and the appropriate U.S. EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 3) **Clean Water**--The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Contractor agrees to report any violation of these requirements resulting from any Project implementation activity to FTA and the appropriate U.S. EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 4) **Seismic Safety**--The Proposer agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Proposer also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
- 5) **Mitigation of Adverse Environmental Effects** -- Should the Project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771, 23 C.F.R. Part 774, and 49 C.F.R. Part 622, among others. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (*i.e.*, environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303). The Contractor also agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement

for the Project. Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project as soon as agreement with the Federal Government is reached. The Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

3.39 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

3.40 MISCELLANEOUS

The parties hereto agree to the following provisions:

- 1) This Agreement is entered into in the State of Connecticut and shall be construed and interpreted in accordance with its laws.
- 2) In the event one or more of the provisions (or portions thereof) of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- 3) This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby and all prior agreements whether written, verbal or arising by past practice, are deemed to have merged into this Agreement. This Agreement shall not be amended, altered or modified except by written instrument signed by all of the parties.
- 4) This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the parties hereto.
- 5) Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their representatives, heirs, estates, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.
- 6) Time is of the essence of this Agreement.
- 7) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 8) The waiver of any breach or condition of this Agreement by any party hereto shall not constitute a precedent for any subsequent waiver or breach of any condition and the Parties further agree that this Agreement terminates and renders inoperative and unenforceable all verbal agreements between the Parties hereto.
- 9) The word
employee, person, officer, representative and all personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. Any word used herein stated in the singular shall include the plural, and vice versa. All titles and articles are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references herein to articles, paragraphs or subparagraphs hereof shall refer to the corresponding articles, paragraphs or subparagraphs of this Agreement unless a specific reference is made to such articles, paragraphs or subparagraphs of another document or instrument.

3.41 TRANSIT EMPLOYEE PROTECTIVE PROVISIONS

The Proposer agrees to comply with applicable transit employee protective requirements as follows:

- (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Proposer agrees to carry out the transit operations work on the underlying

contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Proposer agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Proposer agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Proposer agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Proposer agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Proposer also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

3.42 DRUG AND ALCOHOL TESTING

Anyone who performs a safety-sensitive function for CTTRANSIT is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services.

Option 1 The Proposer agrees to: *(a) participate in CTTRANSIT's drug and alcohol program established in compliance with 49 CFR 653 and 654.*

Option 2 The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Connecticut, or CTTRANSIT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 upon request and to submit the Management Information System (MIS) reports upon request to Bonnie Sheridan, PCO CTTRANSIT 100 Leibert Road Hartford, CT 06120. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Option 3 The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Connecticut, or CTTRANSIT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify

annually its compliance with Parts 653 and 654 upon request and to submit the Management Information System (MIS) reports upon request to Bonnie Sheridan, PCO CTTRANSIT 100 Leibert Road Hartford, CT 06120. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before with Proposal or prior to project start date a copy of the Policy Statement developed to implement its drug and alcohol testing program.

3.43 SENSITIVE SECURITY INFORMATION

Contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

3.44 SEAT BELT USE

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving the project.

3.45 AWARD TO RESPONSIBLE CONTRACTORS

In compliance with 49 U.S.C. § 5325(j), CTTRANSIT agrees to award contracts only to those Contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a contract, CTTRANSIT will consider:

- (1) The Contractor's integrity,
- (2) The Contractor's compliance with public policy,
- (3) The Contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any, and
- (4) The Contractor's financial and technical resources.

3.46 FEMA & DHS ADMINISTRATIVE/NATIONAL POLICY REQUIREMENTS

The Proposer must, in addition to the assurances as specified in this RFP, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Standard Financial Requirements--The Proposer shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

Administrative Requirements.

44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* (formerly OMB Circular A-110)

Cost Principles.

2 CFR Part 225, *Cost Principles for State, Local, and Indian tribal Governments* (formerly OMB Circular A-87)

2 CFR Part 220, *Cost Principles for Educational Institutions* (formerly OMB Circular A-21)

2 CFR Part 230, *Cost Principles for Non-Profit Organizations* (formerly OMB Circular A-122)

Federal Acquisition Regulations (FAR), Part 31.2 *Contract Cost Principles and Procedures, Contracts with Commercial Organizations*

Audit Requirements.

OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*

3.47 FREEDOM OF INFORMATION ACT (FOIA)

FEMA recognizes that much of the information submitted in the course of applying for funding under this program or

provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the *Freedom of Information Act* (FOIA), 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The Proposer should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.

3.48 PROTECTED CRITICAL INFRASTRUCTURE INFORMATION (PCII)

The PCII Program, established pursuant to the *Critical Infrastructure Act of 2002* (Public Law 107- 296) (CII Act), created a framework which enables members of the private sector, States, local jurisdictions, and tribal nations to voluntarily submit sensitive information regarding critical infrastructure to DHS. The Act provides statutory protection from public disclosure and civil litigation for CII that is validated as PCII. When validated as PCII, the information can only be shared with government employees who complete the training requirement, who have homeland security duties, and a need to know.

PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII appropriately. DHS encourages all States, local jurisdictions, and tribal nations to pursue PCII accreditation to cover their government agencies. Accreditation activities include signing a memorandum of agreement (MOA) with DHS, appointing a PCII Officer and developing a standard operating procedure for handling PCII. For additional information about PCII or the accreditation process, please contact the DHS PCII Program Office at pcii-info@dhs.gov.

3.49 COMPLIANCE WITH FEDERAL CIVIL RIGHTS LAWS AND REGULATIONS

The Proposer is required to comply with Federal civil rights laws and regulations. Specifically, the Proposer is required to provide assurances as a condition for receipt of Federal funds that its programs and activities comply with the following:

- **Title VI of the Civil Rights Act of 1964**, as amended, 42 U.S.C. §2000 et seq. – Provides that no person on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with Limited English Proficiency (LEP). (42 U.S.C. §2000d et seq.)
- **Title IX of the Education Amendments of 1972**, as amended, 20 U.S.C. §1681 et seq. – Provides that no person, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance.
- **Section 504 of the Rehabilitation Act of 1973**, as amended, 29 U.S.C. §794 – Provides that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or subject to discrimination in any program or activity receiving Federal financial assistance.
- **The Age Discrimination Act of 1975**, as amended, 20 U.S.C. §6101 et seq. – Provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
- **Services to Limited English Proficient (LEP) persons--** Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the *Civil Rights Act of 1964*, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, see <http://www.lep.gov>.

3.50 CERTIFICATIONS AND ASSURANCES

Certifications and assurances regarding the following apply:

- **Lobbying. 31 U.S.C. §1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions** – Prohibits the use of Federal funds in lobbying members and

employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. FEMA and DHS have codified restrictions upon lobbying at 44 CFR Part 18 and 6 CFR Part 9.

- **Drug-free Workplace Act**, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.
- **Debarment and Suspension** – Executive Orders 12549 and 12689 provide protection from fraud, waste, and abuse by debarment or suspending those persons that deal in an irresponsible manner with the Federal government. The recipient must certify that they are not debarred or suspended from receiving Federal assistance. For additional information, see 44 CFR Part 17.
- **Federal Debt Status** – The recipient may not be delinquent in the repayment of any Federal debt. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, and benefit overpayments. (OMB Circular A-129) (Refer to SF 424, item number 17.)
- **Hotel and Motel Fire Safety Act of 1990** – In accordance with section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds, complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, 15 U.S.C. §2225.

Grantees must comply with all regulations, guidelines, and standards adopted under the above statutes.

3.51 INTEGRATING INDIVIDUALS WITH DISABILITIES INTO EMERGENCY PLANNING

Section 504 of the *Rehabilitation Act of 1973*, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA. In addition, Executive Order 13347, *Individuals with Disabilities in Emergency Preparedness* signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13347 requires the Federal government to encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

3.52 ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA grant funding. FEMA, through its EHP Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: *National Environmental Policy Act*, *National Historic Preservation Act*, *Endangered Species Act*, the *Clean Water Act*, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). The goal of these compliance requirements is to protect our Nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to low-income and minority populations.

The grantee shall provide all relevant information to FEMA's Grant Programs Directorate (GPD) to ensure compliance with applicable Federal EHP requirements. Any project with the potential to impact natural or biological resources or historic properties cannot be initiated until FEMA has completed the required EHP review. In addition to a detailed project description that describes what is to be done with the grant funds, how it will be done, and where it will be done, grantees shall provide detailed information about the project (where applicable), including, but not limited to, the following:

- Project location (i.e., exact street address or map coordinates)
- Total extent of ground disturbance and vegetation clearing
- Extent of modification of existing structures
- Construction equipment to be used, staging areas, etc.
- Year that any affected buildings or structures were built
- Natural, biological, and/or cultural resources present within the project area and vicinity, including wetlands, floodplains, geologic resources, threatened or endangered species, or National Register of Historic Places listed or eligible properties, etc.

- Visual documentation such as good quality, color and labeled site and facility photographs, project plans, aerial photos, maps, etc.
- Alternative ways considered to implement the project (not applicable to procurement of mobile and portable equipment)

For projects that have the potential to impact sensitive resources, FEMA must consult with other Federal, State, and tribal agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other agencies and organizations responsible for the protection and/or management of natural and cultural resources, including Federally-recognized Indian tribes, Tribal Historic Preservation Offices, and the Department of the Interior, Bureau of Indian Affairs. For projects with the potential to have adverse effects on the environment and/or historic properties, FEMA's EHP review process and consultation may result in a substantive agreement between the involved parties outlining how the grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects.

Grantees who are proposing communication tower projects are encouraged to complete their Federal Communications Commission (FCC) EHP process prior to preparing their EHP review materials for GPD, and to include their FCC EHP materials with their submission to GPD. Completing the FCC process first and submitting all relevant EHP documentation to GPD will help expedite FEMA's review. Because of the potential for adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period. Grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts. Grantees may use grant funds toward the costs of preparing such documents. The use of grant funds for mitigation or treatment measures that are not typically allowable expenses will be considered on a case-by-case basis. Failure of the grantee to meet Federal, State, local, and territorial EHP requirements, obtain required permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

Recipients shall not undertake any project without the prior approval of GPD, and must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify their GPD Program Analyst, and the appropriate State Historic Preservation Office. Any projects that have been initiated prior to approval will result in a non-compliance finding and will not be eligible for funding.

For more information on FEMA's EHP requirements, grant recipients should refer to FEMA's Information Bulletin #329, *Environmental Planning and Historic Preservation Requirements for Grants*, available at 43 <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>. Additional information and resources can also be found at <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

3.53 ROYALTY-FREE LICENSE

FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which an award recipient or sub-recipient purchases ownership with Federal support. Award recipients must agree to consult with FEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

3.54 FEMA GPD PUBLICATIONS STATEMENT

Applicants are advised that all publications created with funding under any grant award shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security."

3.55 EQUIPMENT MARKING

CTTRANSIT may consider marking equipment in the following manner, "Purchased with funds provided by the U.S. Department of Homeland Security," in order to facilitate their own audit processes, as well as Federal audits and monitoring visits, which may result from receiving Federal funding. Equipment maintenance requirements are outlined in 44 CFR Part 13.32.

3.56 DISADVANTAGED BUSINESS REQUIREMENTS

Applicants are advised that, to the extent that recipients of a grant use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

3.57 NATIONAL PREPAREDNESS REPORTING

The Government Performance and Results Act of 1993 (Public Law 103-62) (GPRA) requires that the Department collect and report performance information on all programs. For grant programs, the prioritized Investment Justifications and their associated milestones provide an important tool for assessing grant performance and complying with these national preparedness reporting requirements. FEMA will work with grantees to develop tools and processes to support this requirement. FEMA anticipates using this information to inform future-year grant program funding decisions. Award recipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by DHS, the Office of the Inspector General, or the U.S. Government Accountability Office (GAO).

PART IV

ADDITIONAL CONTRACT PROVISIONS

4.0 ADDITIONAL CONTRACT PROVISIONS

4.1 CTTRANSIT WRITTEN STANDARDS OF CONDUCT

CTTRANSIT maintains the following standards of conduct governing the performance of its employees engaged in the award and administration of contracts. CTTRANSIT operates a public service, using public funds and facilities. Accordingly, all CTTRANSIT employees are expected to maintain the highest standards of ethical conduct in their performance of public business.

CTTRANSIT provides that no employee shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to CTTRANSIT. No employee may accept employment with, or have, either directly or indirectly, a financial interest in any enterprise doing business with CTTRANSIT, which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Company. No employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed has a financial or other interest in the firm selected for award.

CTTRANSIT officers, employees, agents or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to any agreement or subagreements. Our policy provides that no employee shall either individually or as a member of a group directly or indirectly solicit or accept any gift or gratuity from any person or organization with whom he/she has had, or may expect to have, a business relationship which would cause, or create the appearance of, a conflict with or influence the performance of the employee's duties. This policy extends to the solicitation or acceptance of special treatment or personal discounts from an outside vendor, or the receiving of personal loans, as well as specific items of value. The only exception is for advertising matter which has negligible monetary value and which is widely distributed or generally available without charge.

CTTRANSIT reserves the right to disqualify a vendor who violates, attempts to violate, or otherwise acts to thwart the spirit of these policies regarding conflicts of interest and ethical conduct. Information regarding possible violations of these policies should be communicated directly to the General Manager. All purchasing actions are to be taken in strict conformance with the Company's established Code of Ethics and policy bulletins regarding conflicts of interest. Violations will result in discipline, including discharge, depending on the severity, circumstances and other factors related to the violation.

4.2 CTTRANSIT DISCLAIMER

CTTRANSIT bidding and other information and documents which are obtained through the Internet, World Wide Web Sites or other sources are not to be construed to be official information for the purposes of bidding or conducting other business with CTTRANSIT.

It is the responsibility of each Proposer and all other interested parties to obtain all bidding related information and documents from official sources within CTTRANSIT. Persons and/or entities which reproduce and/or make such information available by any means are not authorized by CTTRANSIT to do so and may be liable for claims resulting from the dissemination of unofficial, incomplete and/or inaccurate information.

4.3 WORK ON CTTRANSIT PROPERTY

The Contractor acknowledges that work to be accomplished under this Contract is to be performed on CTTRANSIT property. The Contractor's work must be accomplished simultaneously with ongoing daily operations. Such operations include, but are not limited to, the passage of buses, storage of buses, and maintenance of buses, etc.

If the Contractor is delayed or suspended in the completion of the work by CTTRANSIT operations, the Contractor will be entitled to a time extension for every day that they can demonstrate that the delays affected the completion date

of the contract. This extension of time will be considered non-compensable and the Contractor will not be entitled to any additional compensation for damages incurred for all direct and indirect costs including, but not limited to, all delay and impact costs, and inefficiencies.

The Contractor shall be responsible for the coordination of the work of his various subcontractors. The Contractor shall coordinate his operations with those of CTTRANSIT in carrying out required work.

4.4 REJECTED ITEMS/ABANDONMENT

The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any CTTRANSIT premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. CTTRANSIT may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of CTTRANSIT premises and any other location which CTTRANSIT manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or CTTRANSIT's part, in CTTRANSIT to use or dispose of the Rejected Goods and Contractor Property, in CTTRANSIT's sole discretion, as if the Rejected Goods and Contractor Property were CTTRANSIT'S own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if CTTRANSIT incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, CTTRANSIT shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse CTTRANSIT no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge CTTRANSIT, FTA, and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against CTTRANSIT and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from CTTRANSIT, such information as CTTRANSIT may require to evidence, in CTTRANSIT'S sole determination, compliance with this section.

4.5 ORDER AND DELIVERY

The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with this proposal and at the prices set forth. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation, Expiration and Open Market Purchases, the Contract shall bind CTTRANSIT to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services.

4.6 CONTRACT AMENDMENTS

Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon CTTRANSIT unless made in writing and signed by both parties.

4.7 ASSIGNMENT

The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of CTTRANSIT. CTTRANSIT may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by the Agency for a breach is without prejudice to CTTRANSIT's or the State's rights or possible Claims.

4.8 COST MODIFICATIONS

The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as CTTRANSIT deems to be necessary or appropriate.

4.9 WAIVER

No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

4.10 OPEN MARKET PURCHASES

Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for CTTRANSIT, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. CTTRANSIT shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses and the Contractor shall pay CTTRANSIT's invoice immediately after receiving the invoice. If CTTRANSIT does not cancel the Contract, CTTRANSIT will deduct such open market purchases from the Contract quantities. However, if CTTRANSIT deems it to be in its best interest, CTTRANSIT may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by CTTRANSIT.

4.11 PURCHASE ORDERS

(a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued written notice to proceed and a purchase order against the Contract for Performance.

(b) CTTRANSIT shall issue a purchase order against the Contract directly to the Contractor and to no other party.

(c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other CTTRANSIT requirements, particularly CTTRANSIT's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.

(d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

(e) CTTRANSIT may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that CTTRANSIT shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

4.12 FORUM AND CHOICE OF LAW

The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. The

Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4.13 CONTRACTOR GUARANTIES

Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at CTTRANSIT's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

4.14 GOODS, STANDARDS AND APPURTENANCES

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

4.15 DELIVERY

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on CTTRANSIT loading dock or receiving platform. The receiving personnel of CTTRANSIT are not required to assist in this process. The decision of CTTRANSIT as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, CTTRANSIT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of CTTRANSIT unless otherwise stated in the proposal.
- (d) All risk of loss and damage to the Goods transfers to CTTRANSIT upon Title vesting in CTTRANSIT.

4.16 GOODS INSPECTION

CTTRANSIT shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, CTTRANSIT may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

4.17 FORCE MAJEURE

The Contractor shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

4.18 ADVERTISING

The Contractor shall not refer to sales, work, services, etc. to CTTRANSIT for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without CTTRANSIT's prior written approval.

4.19 REPRESENTATIONS AND WARRANTIES

The Contractor, and the Proposer, as appropriate, represent and warrant to CTTRANSIT for itself, Contractor Parties and Proposer Parties, as appropriate, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to CTTRANSIT under and pursuant to the Contract
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to CTTRANSIT in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to CTTRANSIT, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics;

(l) the Proposal was not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;

(m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;

(n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;

(o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work;

(p) they have a record of compliance with the Occupational Health and Safety Administration (OSHA) regulations without any unabated, willful or serious violations;

(q) they owe no unemployment compensation contributions;

(r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

(s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

(t) each Contractor Party or Proposer Party has vested in the Contractor and Proposer plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from CTTRANSIT, such information as CTTRANSIT may require to evidence, in CTTRANSIT's sole determination, compliance with this section;

(u) except to the extent modified or abrogated in the Contract, all Title shall pass to CTTRANSIT upon complete installation, testing and acceptance of the Goods or Services and payment by CTTRANSIT;

(v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to CTTRANSIT all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by CTTRANSIT;

(w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

(x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without CTTRANSIT's prior written consent;

(y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) CTTRANSIT's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(bb) if they procure any Goods, they shall sub-license such Goods and that CTTRANSIT shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(cc) they shall assign or otherwise transfer to CTTRANSIT, or afford CTTRANSIT the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to CTTRANSIT.

4.20 REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES

If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealths applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

4.21 DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

4.22 ENTIRETY OF CONTRACT

The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

4.23 EXHIBITS

All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

4.24 NOTICE

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage prepaid, return receipt requested, or, placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing.

4.25 HEADINGS

The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

4.26 NUMBER AND GENDER

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

4.27 PARTIES

To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Solicitation and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."

4.28 CONTRACTOR CHANGES

The Contractor shall notify CTTRANSIT in writing no later than ten (10) Days from the effective date of any change in:

- (a) its certificate of incorporation or other organizational document;
- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. CTTRANSIT, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to CTTRANSIT's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to CTTRANSIT in accordance with the terms of CTTRANSIT's written request. CTTRANSIT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

4.29 FURTHER ASSURANCES

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

4.30 BACKGROUND CHECKS

CTTRANSIT may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with CTTRANSIT and its agents in connection with such background checks.

4.31 CONTINUED PERFORMANCES

The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

4.32 WORKING AND LABOR SYNERGIES

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, CTTRANSIT employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

4.33 CONTRACTOR RESPONSIBILITY

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

(b) The Contractor shall exercise all reasonable care to avoid damage to CTTRANSIT's property or to property being made ready for CTTRANSIT's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to CTTRANSIT.

4.34 SEVERABILITY

If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

4.35 CONFIDENTIAL INFORMATION

CTTRANSIT will afford due regard to the Proposer's and Contractor's request for the protection of proprietary or confidential information which CTTRANSIT receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Proposer/Contractor believe are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect.

If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "**CONFIDENTIAL**," CTTRANSIT will endeavor to keep said information confidential to the extent permitted by law. CTTRANSIT, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Proposer and Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall CTTRANSIT have any liability for the disclosure of any documents or information in its possession which CTTRANSIT believes are required to be disclosed pursuant to the FOIA or other requirements of law.

4.36 INTERPRETATION

The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

4.37 CROSS-DEFAULT

(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then CTTRANSIT may, in its sole discretion, without more and without any action whatsoever required of CTTRANSIT, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with CTTRANSIT. Accordingly, CTTRANSIT may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of CTTRANSIT, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

(b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with CTTRANSIT, then the Agency may, in its sole discretion, without more and without any action whatsoever required of CTTRANSIT, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, CTTRANSIT may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of CTTRANSIT, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

4.38 TITLE VI CONTRACTOR ASSURANCE

As a condition to receiving federal financial assistance under this Contract the Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.) all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this contract.

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with CTTRANSIT and Contract shall mean the same as Agreement.

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "US DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials or leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CTTRANSIT or the FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses

to furnish this information, the Contractor shall so certify to CTTRANSIT or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, CTTRANSIT shall impose such sanctions as it or the FTA may determine to be appropriate, including but not limited to:
 - a) Withholding contract payments until the Contractor is in-compliance; and/or
 - b) Cancellation, termination, or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as CTTRANSIT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request CTTRANSIT to enter into such litigation to protect the interests of the FTA, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.39 NONDISCRIMINATION

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(1) The contractor agrees and warrants that in the performance of the contract such contractor 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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 contractor 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the contractor agrees to comply with each provision of this section and all applicable sections of this law;

(5) the contractor agrees to provide CTTRANSIT with such information requested by CTTRANSIT, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) who have the power to direct the management and policies of the enterprise and

(3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and

obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as CTTRANSIT may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by CTTRANSIT, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with CTTRANSIT such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CTTRANSIT. The contractor shall take such action with respect to any such subcontract or purchase order as CTTRANSIT may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request CTTRANSIT to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

4.40 ACCEPTANCE/CONTRACT

Each Proposal is to be submitted with the understanding that the acceptance in writing by CTTRANSIT of the offer described herein shall constitute a contract between the Proposer and CTTRANSIT, which shall bind the Proposer in accordance with the terms and conditions of this RFP. The contract shall be considered as made in Connecticut, and the construction and enforcement of it shall be in accordance with the laws of the State of Connecticut.

4.41 SINGLE PROPOSAL IF RECEIVED

If only a single Proposal is received, CTTRANSIT may require that the Proposer provide a cost analysis or a price comparison between that of similar equipment, materials, supplies, and/or services to assure that the price is fair and reasonable. If requested, the Proposer shall provide the cost analysis or price comparison within seven (7) calendar days of the date requested. CTTRANSIT reserves the right to reject or accept the Proposal on the basis of the cost analysis or price comparison.

4.42 ASSIGNMENT

The selected Proposer shall not assign, transfer, convey or otherwise dispose of, in whole or part, the contract, purchase order or any award relating to this RFP without the prior written approval of CTTRANSIT, which approval CTTRANSIT may withhold in its sole and absolute discretion.

In case any work, materials, or equipment which are mentioned, specified or indicated or otherwise provided for in the contract or in the specifications forming a part of the contract shall be required to be omitted from, in or about the work, the Proposer shall, if ordered by the General Manager or his/her designee, upon ten (10) days prior written notice, omit the performance of such work and the furnishings of such materials or equipment and there shall be deducted from the amount to be paid to the Proposer the amount which the General Manager or his/her designee and the Proposer shall determine and mutually agree to be the reasonable value of such work, materials and equipment, and such determination and agreement shall be final and conclusive upon the Proposer.

It is understood, however, that the amount of work, materials, or equipment required by the contract shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as to substantially alter the general character or extent of the contract.

4.43 CONTRACT CHANGES

CTTRANSIT may, at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, a mutually acceptable equitable adjustment shall be made in the contract price and the contract shall be modified in

writing accordingly. Any claim by CTTRANSIT for adjustment under this clause must be asserted within ten (10) calendar days from the date of receipt by the Proposer of the notification of change.

CTTRANSIT may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes in the specifications (including drawings and designs, in the method or manner of performance of the Work, in the furnished property or services, and/or directing the acceleration in the performance of the Work.

Any other written or oral order, which, as used in this paragraph, includes directions, instruction, interpretation, or determination) from CTTRANSIT that causes a change shall be treated as a change order under this clause, provided, that the Contractor gives the CTTRANSIT written notice stating the date, circumstances, and source of the order, and that the Contractor regards the order as a change order. Except as provided in this clause, no order, statement, or conduct of CTTRANSIT shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, CTTRANSIT shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under this clause shall be made for any costs incurred more than 10 days before the Contractor gives written notice as required. In the case of defective specifications for which CTTRANSIT is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

The Contractor must assert its right to an adjustment under this clause within 10 days after (1) receipt of a written change order or (2) the furnishing of a written notice, by submitting to CTTRANSIT a written statement describing the general nature and amount of the proposal, unless this period is extended by CTTRANSIT. The statement of proposal for adjustment may be included in the notice.

No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

4.44 CHANGES AND CHANGED CONDITIONS

CTTRANSIT may, in writing, order changes in the drawings and specifications within the general scope of the contract. The Contractor shall promptly notify CTTRANSIT, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

If changes or conditions under this clause increase or decrease the cost of, or time required for performing the work, CTTRANSIT shall make an equitable adjustment upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

CTTRANSIT shall not make an equitable adjustment unless (1) The Contractor has submitted and CTTRANSIT has received the required written notice; or (2) CTTRANSIT waives the requirement for the written notice.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

4.45 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to CTTRANSIT of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

CTTRANSIT shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in for giving written notice may be extended by CTTRANSIT. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

4.46 INDEMNIFICATION

Contractor agrees to, and will, indemnify and hold, the Federal Government, CTTRANSIT, State of Connecticut, and its board members, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "indemnities") harmless from any liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Contractor's performance under this contract. Contractor further agrees to, and will, defend indemnities, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Contractor's responsibilities as contemplated by the Contract. Contractor's obligations and duties as established will be in force and apply to Contractor's acts, omissions, or failures to act of any kind, whether negligent, the result of Contractor's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended the acts, omissions or failures to act of parties other than the Contractor (including indemnities) caused or contributed to the losses, injuries or damages claimed.

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

The Contractor shall further assume all liability for loss by reason of neglect or violations of Federal, State or Local laws, ordinances or regulations, and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

4.47 CONTRACT TERMINATION

In the event that this contract is terminated, for any valid reason, CTTRANSIT reserves the right to award this contract to the second highest-ranking Proposer based on the original evaluations and/or procure such items in any manner it determines to be in its best interest and the selected Proposer shall be liable to CTTRANSIT for any excess costs for such similar materials or services.

4.48 CONTRACTOR EVALUATION/DEMAND TO CURE

CTTRANSIT's Project Manager or his/her designee will evaluate contractor performance until completion or termination of the Contract. The quality of contractor performance in a number of areas will be rated, at a minimum, as satisfactory, needs improvement, unsatisfactory, or not applicable. When evaluations are rated less than satisfactory, contractors will be notified. These notifications shall identify deficient areas in contract performance and afford the Contractor the opportunity to correct/cure or present its position concerning items that were reported to be deficient. Contractors that are determined to be not responsible will not be eligible for Contract award and are subject to the termination clauses for default contained in this document.

Failure to cure deficiencies in performance relative to any of the standards or requirements set forth in this document will result in a "demand to cure" notification to the Contractor from CTTRANSIT. The third documented notification of a "demand to cure" within any 12-month period may be grounds to cancel this contract for cause.

4.49 EXTENSION OF TIME

CTTRANSIT may determine, in its sole and absolute discretion that a reasonable extension of time for completion of delivery of services contemplated hereunder may be made under the following conditions: When the Vendor is delayed due to cause beyond his or her control including, but not limited to strikes fire, flood, earthquake, storm, acts of God, explosion, war, insurrection, riots, acts of any government (including judicial action), and/or any other cause similar to the foregoing. A delay shall be construed as being beyond the selected Proposer's control only if the delay was not reasonably expected to occur in connection with or during the selected Proposer's performance, and it was substantial and in fact delayed the total progress of the work, and it could not adequately have been guarded against by contractual or legal means. When the selected Proposer is delayed in progress regarding one area of fulfilling the agreement, but can proceed with performance in another area, he or she must so proceed.

Where the selected Proposer and CTTRANSIT have executed a change order, which provides for an extension of time of completion, no extension of time will be granted unless a written request for extension is served on CTTRANSIT within ten (10) business days from commencement of the delay. Requests for extensions of time shall specify the nature of the cause of the delay, and such other proofs as are reasonably related to the cause of the delay. The selected Proposer shall provide CTTRANSIT with all information reasonably required by it to make a decision on the request. In the case of such extension, the time of delivery completion shall be extended by a period of time equal to 1-1/2 days for every one-day of delay. Accidents and mechanical failures en route from the manufacturer shall be deemed to be beyond the selected Proposer's control.

4.50 CTTRANSIT RIGHTS

CTTRANSIT reserves the right to procure any item/service by any other means if determined to be in its best interest.

No Proposal will be accepted from nor will any contract be awarded to any person or firm that is in arrears to CTTRANSIT upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to CTTRANSIT or that has failed to perform faithfully in any previous contract with CTTRANSIT.

CTTRANSIT reserves the right to waive any informalities or variations in any Proposals that it deems to be immaterial, or to reject any or all, or any part of any Proposals if such action is deemed to be in the best interest of CTTRANSIT.

4.51 DUTY TO INFORM

If a Proposer becomes aware of any discrepancy, ambiguity, error or omission in this solicitation package, the Proposer shall report it to CTTRANSIT's Purchasing & Contracts Officer (PCO). CTTRANSIT will determine the necessity for clarification and may issue an addendum as a result. If at any time during the performance of this contract the contractor becomes aware of actual or potential problems, faults or defects in the project or any non-conformance with any contract document, Federal, State or local law, rule or regulation, the contractor shall give immediate written notice thereof to CTTRANSIT's PCO.

4.52 DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and Proposals may be rejected for any of, but not limited to, the following causes:

- Failure to use the RFP Proposal Forms furnished by CTTRANSIT;
- Lack of signature by an authorized representative on the RFP Proposal Forms;
- Failure to properly complete the RFP Proposal Forms and certifications;
- Evidence of collusion among Proposers;
- Unfairly represents or conceals any material fact in the Proposal;
- Failure to Conform to the law or specifications of this Proposal; or
- Unauthorized alteration of the RFP Proposal Forms.

4.53 RIGHTS AND REMEDIES

The duties and obligations imposed by this contract and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Failure of CTTRANSIT to act shall in no way constitute a waiver of any right afforded to in under this agreement, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this agreement, except as may be specifically agreed in writing by CTTRANSIT.

4.54 CONTRACT INCORPORATION AND REQUIRED CERTIFICATIONS

Proposer should be aware that the contents of the successful Proposal as well as the entire content of this RFP and attachments would become a part of the subsequent contractual documents. Additionally, the Proposer should be aware of the contents of the certifications contained herein, that it will be required to execute as required by Federal Transit Administration (FTA), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), State of Connecticut, and CTTRANSIT guidelines. Failure of Proposer to accept these obligations will result in the rejection of its Proposal or cancellation of any award. The model clauses set forth in this RFP are adopted and expressly made part of this RFP, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to CTTRANSIT and all references to the Proposer shall refer to the party awarded the contract with CTTRANSIT.

4.55 INTERPRETATION OF LANGUAGE

After contract award and during the course of the contract period should any question arise as to the interpretation of any language of this RFP or of any other contract document, the question shall be submitted to CTTRANSIT's General Manager or his/her designee, who shall interpret the language. His/Her interpretation shall be conclusive.

4.56 ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of CTTRANSIT under the laws of the United States or of the State of Connecticut.

4.57 RESPONSIBILITY TO PRODUCE

Specifying brand name components and/or equipment in the specifications shall not relieve the Proposer from his or her responsibility to produce the product in accordance with the performance warranty and contractual requirements. The Proposer is responsible for notifying CTTRANSIT of any inappropriate brand name that may be called for in the specifications and to propose a suitable substitute for consideration.

4.58 OMISSION OF DETAILS

No advantage shall be taken by the manufacturer in the omission of any part or detail that is required to make the supply complete and ready for utilization, even though such detail is not mentioned explicitly in the specifications. All such omissions not herein specified shall conform to the highest standards in the industry. All interpretations of these specifications shall be made on the basis of this statement.

4.59 PUBLICATION OF REPORTS

The ownership of all data and material collected under this Agreement shall be vested in the Second Party and the CTTRANSIT. All reports shall be submitted to CTTRANSIT 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), CTTRANSIT. 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 CTTRANSIT, Connecticut Department of Transportation and/or the U.S. Department of Transportation."

4.60 FREEDOM OF INFORMATION ACT

CTTRANSIT is entitled to receive a copy of records and files related to the performance of the Second Party under this Agreement, and such records and files may be subject to the Freedom of Information Act and may be disclosed by CTTRANSIT 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 CTTRANSIT 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.

4.61 ENVIRONMENTAL LAW COMPLIANCE

The Contractor shall be responsible to comply with all federal and state environmental laws and regulations, including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general.

The Contractor shall be responsible to comply with OSHA regulations. The Contractor will hold CTTRANSIT harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

4.62 INSURANCE TYPES AND THRESHOLDS

INSURANCE CERTIFICATES REQUIRED: Before any contract is executed, the successful Contractor(s) will be required to file with CTTRANSIT, prior to the commencement of work under this contract or within twenty (20) days from the date of notification (whichever occurs first) a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. Proposer shall use Connecticut Department of Transportation's standard insurance certificate form "CON-32A" (most current version at <http://www.ct.gov/dot/lib/dot/Documents/dconsultantpubs/con32.pdf>), Contractors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within the specified time frame will allow CTTRANSIT to re-award the contract or re-bid the project as it deems necessary. Insurance certificates must document that the vendor has owner's and Contractor's protective liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the Proposal document to protect CTTRANSIT in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the Contractor under the terms of this Contract and also those performed for the Contractor by its subcontractors, the Contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, for and in the name of CTTRANSIT and the State of Connecticut in conjunction with paragraph (A) below, and with CTTRANSIT and the State being named as an additional insured party paragraphs (B), (C), (E), and (F) specified, the following minimum liability insurance coverage at no direct cost to CTTRANSIT or the State. Changes to the types and dollar amounts of coverage, if required, will be specified in the individual Proposal package.

Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against CTTRANSIT or the State and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to CTTRANSIT or the State. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to CTTRANSIT and the State. "Claims Made" coverage is unacceptable, with the exception of Professional Liability. Contractor agrees that he/she will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

A. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase Owner's and Contractor's Protective Liability Insurance for and in the name of CTTRANSIT and the State of Connecticut. This insurance will provide a total limit of **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of **TWO MILLION DOLLARS (\$2,000,000.00)** for all damages arising out of bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of **ONE MILLION DOLLARS (\$1,000,000.00)** for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of **TWO MILLION DOLLARS (\$2,000,000.00)** for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

C. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of **ONE MILLION DOLLARS (\$1,000,000.00)** Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least **TWO MILLION DOLLARS (2,000,000.00)**. Coverage extends to owned, hired and non-owned automobiles. If the vendor/Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the airside require five million dollars (\$5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

D. WORKERS' COMPENSATION

With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

F. UMBRELLA LIABILITY

In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B, C, F, CTTRANSIT and the State of Connecticut must be named as Additional Insured.

J. VALUABLE PAPERS AND RECORDS

The Contractor shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to CTTRANSIT or the State, until the work has been accepted by CTTRANSIT or the State, and all original documents or data have been returned to CTTRANSIT or the State. This will assure CTTRANSIT and the State that all records, papers, statistics and other data or documents will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. The Contractor shall retain in its possession duplications of all products of its work under the Contract, if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items.

K. PROFESSIONAL LIABILITY INSURANCE

The Contractor shall secure and maintain at no direct cost to CTTRANSIT a Professional Liability Insurance policy for errors and omissions in the minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000). The Contractor shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Contractor. The Contractor may, at his election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if he should obtain a policy containing such a clause the Contractor shall be liable, as stated above herein, to the extent of the deductible amount. The Contractor shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. Failure of the Contractor to maintain insurance coverage in accordance with the terms of the Contract shall constitute a violation of the Contract and shall subject the Contractor to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

L. MALPRACTICE INSURANCE

The Contractor shall secure and maintain a Malpractice Insurance policy for each employee providing service in the minimum amount of One Million Dollars (\$1,000,000). The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunction with Items A, B, C, D, F, fully executed by an insurance company or companies satisfactory to CTTRANSIT, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremen's and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy(ies) shall be indicated on the CON-32A. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Contractor hereby indemnifies and shall defend and hold harmless CTTRANSIT and the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage are the responsibility of the Contractors. Insurance requirements will be strictly enforced. Contractors should hand carry or mail Insurance Certificates to CTTRANSIT, Purchasing and Contracts Officer.

Please mail or hand carry certificates to:

CTTRANSIT
Purchasing Department
Attn: Bonnie Sheridan
P.O. Box 66
Hartford, CT 06141-0066

Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

4.63 PROPOSAL WITHDRAWAL

Each and every Proposer who submits a Proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any Proposal after it has been deposited with CTTRANSIT, provided any Proposer makes his/her request in writing, one (1) hour before time that Proposals are due. No Proposer may withdraw his/her Proposal within ninety (90) calendar days after the Proposal opening. CTTRANSIT reserves the right to make an award within ninety (90) calendar days from the date Proposals are due, during which time, Proposals shall not be withdrawn.

4.64 AWARD

The Proposal which is deemed and determined by CTTRANSIT's Selection Committee, in its sole discretion, to be the most responsive and responsible Proposal, complying with all of the conditions hereof, shall be accepted by CTTRANSIT, unless all Proposals are rejected. CTTRANSIT shall announce which Proposal it has accepted, or that all Proposals have been rejected, in writing addressed to each person submitting a Proposal.

The successful proposer should be notified of the contract award as soon as possible. That notice will be made in the form of announcement by CTTRANSIT.

CTTRANSIT RESERVES THE RIGHT TO INTERVIEW; REVIEW MATERIAL AND/OR VISIT QUALIFIED RESPONDENT FACILITIES. CTTRANSIT RESERVES THE RIGHT TO NEGOTIATE ANY PART OF THIS PROPOSAL INCLUDING ON A COST ELEMENT BASIS AND/OR REQUEST A BEST AND FINAL PROPOSAL. ADDITIONALLY, CTTRANSIT RESERVES THE RIGHT TO AWARD ON THE BASIS OF INITIAL PROPOSALS SUBMITTED WITHOUT ANY NEGOTIATIONS OR DISCUSSIONS. PROPOSALS SHOULD BE SUBMITTED INITIALLY ON THE MOST FAVORABLE TERMS POSSIBLE, FROM A TECHNICAL STANDPOINT. CTTRANSIT ADDITIONALLY RESERVES THE RIGHT TO DISCARD ALL PROPOSALS AND REISSUE SAID RFP. CTTRANSIT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR VARIATION IN ANY PROPOSAL THAT IT DEEMS TO BE IMMATERIAL OR TO REJECT ANY OR ALL, OR ANY PART OF ANY PROPOSAL IF SUCH ACTION IS DEEMED TO BE IN THE BEST INTEREST OF CTTRANSIT, THE STATE OF CONNECTICUT, THE UNITED STATES DEPARTMENT OF TRANSPORTATION, AND THE FEDERAL TRANSIT ADMINISTRATION.

4.65 PROGRESS PAYMENTS BASED ON PERCENTAGE OF COMPLETION

CTTRANSIT, if in its best interest, will make **Progress Payments Based on Percentage of Completion** to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by CTTRANSIT, under the following conditions:

Computation of Amounts

The progress payment shall be computed based upon a percentage of the completion of work performed. The Contractor shall submit a proposed project milestone timeline to CTTRANSIT for consideration of progress payments.

Each progress payment shall be a percentage of the Contractor's total costs incurred under this contract actually paid, plus financing payments to subcontractors, less the sum of all previous progress payments made by CTTRANSIT under this contract.

The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors—(i) In accordance with the terms and conditions of a subcontract or invoice; and (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to CTTRANSIT.

The Contractor shall not include the following in total costs for progress payment purposes: (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices. (ii) Costs incurred by subcontractors or suppliers. (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs. (iv) Payments made or amounts payable to subcontractors or suppliers, except for—(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by CTTRANSIT are incomplete.

The total amount of progress payments shall not exceed 80 percent of the total contract price. If a progress payment or the unliquidated progress payments exceed the amounts permitted by this clause, the Contractor shall repay the amount of such excess to CTTRANSIT on demand. Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of greater than the agreed upon payment amounts. CTTRANSIT may make exceptions. The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

Liquidation

Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to CTTRANSIT any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. CTTRANSIT reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

Reduction or Suspension

CTTRANSIT may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions: (1) The Contractor failed to comply with any material requirement of this contract. (2) Performance of this contract is endangered by the Contractor's— (i) Failure to make progress; or (ii) Unsatisfactory financial condition. (3) Inventory allocated to this contract substantially exceeds reasonable requirements. (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business. (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

Title

Title to the property shall vest in CTTRANSIT. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract. "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices. (i) Parts, materials, inventories, and work in process; (ii) Special tooling and special test equipment to which CTTRANSIT is to acquire title; (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling of this clause; and (iv) Drawings and

technical data, to the extent the Contractor or subcontractors are required to deliver them to CTTRANSIT by other clauses of this contract.

Although title to property is in CTTRANSIT under this clause, other applicable clauses of this contract; *e.g.*, the termination clauses, shall determine the handling and disposition of the property. The Contractor may not sell any scrap resulting from production under this contract by without CTTRANSIT's approval, but if approved of by CTTRANSIT, the proceeds shall be credited against the costs of performance.

To acquire for its own use or dispose of property to which title is vested in CTTRANSIT under this clause, the Contractor must obtain CTTRANSIT's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to CTTRANSIT any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—(i) Delivered to, and accepted by, CTTRANSIT under this contract; or
(ii) Incorporated in supplies delivered to, and accepted by, CTTRANSIT under this contract and to which title is vested in CTTRANSIT under this clause. The terms of this contract concerning liability for CTTRANSIT-furnished property shall not apply to property to which CTTRANSIT acquired title solely under this clause.

Risk of Loss

Before delivery to and acceptance by CTTRANSIT, the Contractor shall bear the risk of loss for property, the title to which vests in CTTRANSIT under this clause, except to the extent CTTRANSIT expressly assumes the risk. The Contractor shall repay CTTRANSIT an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.

Control of Costs and Property

The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

Reports, forms, and access to records--The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by CTTRANSIT for the administration of this clause. Also, the Contractor shall give CTTRANSIT reasonable opportunity to examine and verify the Contractor's books, records, and accounts. The Contractor shall furnish invoices, payroll sheets, receipts, etc. with correspond to the progress payment based upon percentage of completion. The supporting documentation for payment shall include sufficient detail to permit CTTRANSIT verification. Each Contractor request for progress payment shall:

(i) Be submitted on Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and (ii) Include any additional supporting documentation requested by CTTRANSIT.

Special Terms Regarding Default

If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to CTTRANSIT the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which CTTRANSIT elects not to require delivery under the Default clause. CTTRANSIT shall be liable for no payment except as provided by the Default clause.

Reservations of rights--(1) No payment or vesting of title under this clause shall—(i) Excuse the Contractor from performance of obligations under this contract; or (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract. (2) CTTRANSIT's rights and remedies under this clause—(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of CTTRANSIT.

Financing Payments to Subcontractors

The financing payments to subcontractors of this clause shall be all payments to subcontractors or divisions, if the following conditions are met: (1) If the financing payments are in the form of progress payments, the terms of the

subcontract or interdivisional order concerning progress payments—(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern or for any subcontractor that is a small business concern; (ii) Are at least as favorable to CTTRANSIT as the terms of this clause; (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor; (iv) Are in conformance with the requirements of the Federal Regulations; and (v) Subordinate all subcontractor rights concerning property to which CTTRANSIT has title under the subcontract to CTTRANSIT's right to require delivery of the property to CTTRANSIT if— (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern. Concerning any proceeds received by CTTRANSIT for property to which title has vested in CTTRANSIT under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by CTTRANSIT to the Contractor under this contract. If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights CTTRANSIT obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated the Regulations. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) day after the Contractor's receipt of payment for that work from CTTRANSIT. In addition, the contractor may not hold retainage from its subcontractors. The Contractor must promptly notify CTTRANSIT whenever subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage subcontractor to perform at least the same amount of work. The Contractor may not terminate any subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CTTRANSIT.

4.66 FINAL PAYMENT

Final payment shall be made to the Contractor when it has satisfied all of the deliverable requirements called for by all provisions of the contract, including all of the required documentation. Requirements shall include but are not limited to a)Resolution of all contract changes, claims, and final quantities delivered; b)Determination/recovery of liquidated damages; c) Settlement of all subcontracts by prime contractor; d) Performance of all inspections (and acceptance tests if any) by the grantee's project management office, with appropriate documentation; e) Conduct of a cost audit for cost-reimbursement contracts and resolution of questioned costs, if any.

The submittal of all required documentation by the Contractor, including such items as: Final reports, final payroll records and wage rate certifications, spare parts list, manufacturer's warranties and guarantees, final corrected shop drawings, operation and maintenance manuals, Catalogues and brochures, invention disclosure (if applicable), resolution of final quantities, final invoice, Consent of Surety to release final payment to Contractor, Contractor's Affidavit of Release of Liens, Contractor's General Release, maintenance bond, etc, if required or applicable to this RFP.

PART V
SPECIFICATIONS
FOR
TRANSIT BUS
SURVEILLANCE EQUIPMENT

5.0 PROGRAM DESCRIPTION/INTRODUCTION

- A. The H.N.S. Management Company, Inc. (d/b/a CTTRANSIT) is a subsidiary corporation of First Transit Group, Inc. established as the legal entity to perform a management contract with the State of Connecticut, which provides fixed route bus service within 53 towns in the Hartford, New Haven, and Stamford metropolitan areas. An operating division is located in each of the three metro areas from which the local transit service is provided. In keeping with CTTRANSIT's commitment to provide safe, reliable and quality transportation services it must maintain capital investments that support this commitment.
- B. CTTRANSIT is issuing this Proposal to upgrade its existing Safety Vision bus video security systems with Safety Vision and/or approved equal or equivalent equipment which meet the minimum specifications as defined in this RFP.
- C. The project will include the purchase, removal, and installation of new Digital Video Recorders (DVR), Solid State Drives (SSD), installation of additional cameras, and the complete installation of a DVR, SSD, and camera system on select transit buses.
- D. All installations shall be performed by Proposer/Contractor on-site at CTTRANSIT's Bus Facilities located in Hartford and Stamford dependent upon where the transit bus requiring an installation is located.
- E. All system components, including but not limited to the DVR, individual cameras, etc. shall be installed at such locations within each transit bus as determined in consultation with and approved by CTTRANSIT.

5.1 GENERAL OVERVIEW & REQUIREMENTS

- A. All video system components required in this RFP shall of high performance quality designed specifically for public transit vehicle operations. Features of the system shall include the latest video technologies for capturing and retaining high quality images.
- B. The system shall not interfere electrically with the operation of the transit bus or with its onboard electronic equipment such as the radio, destination signs, Automatic Vehicle Locator/Mobile Data Terminal equipment, engine controls, transmission or other electronic equipment.
 - 1) A protective filtering device shall be installed to protect the video system and its memories from electrical fluctuation typically found in a transit vehicles including, but not limited to, over voltage, under voltage, transient, power surge/dip during engine or other transit bus equipment startup, alternator noises, etc.
- C. The system shall operate in a voltage range of ten (10) to thirty-six (36) VDC with maximum power consumption of five (5) amps continuous. Power shall only be supplied through an available circuit breaker approved by CTTRANSIT.
 - 1) The circuit breaker shall be engineered to provide only enough power to operate the system, while protecting the system and bus from overloads and shorts.
 - 2) All cables and connectors to and from the cameras, DVR's and other equipment shall conform to Society of Automotive Engineers Standards.
- D. The system shall be powered by the vehicle power supply connected and protected from spikes, surges, power loss, and reverse polarity.
 - 1) The system shall have an internal un-interruptible power supply (UPS), and be self-regulating and internally protected from power loss, power sags, surges and spikes.
- E. The system shall be capable of recording with all cameras for a minimum timeframe after the transit vehicle is shut off. The timeframe shall be determined by CTTRANSIT.
 - 1) The system may feature a pre-event recording prior to system activation (manually, motion activation, etc.) as determined and set by CTTRANSIT.

- F. All applicable components shall be Federal Communication Commission (FCC) listed and approved.
- G. Following the initial installation and activation the system shall require no human intervention except for periodic testing. The system shall meet the safety and security requirements of CTTRANSIT and will be used as a deterrent, eyewitness, and/or a recorder of an event.
- H. The system shall be activated through the transit vehicle ignition switch. When the transit vehicle is started, the digital recorder shall acquire data from cameras and optional pre-selected sensor parameters.
 - 1) As available storage solid-state drive space is filled, new information overwrites old in a linear sequence.
 - 2) This linear sequence shall continue indefinitely until an event or incident occurs, necessitating retrieval of stored data.
- I. The system shall begin recording when the transit vehicle ignition is switched on and shall continue recording for a user-programmable time period after the transit vehicle ignition is switched off.
- J. All components shall be made entirely of new materials and shall be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust and humidity.
- K. The complete system must be capable of operating satisfactorily in a temperature threshold of –20 degrees F to 150 degrees F and up to 90% humidity levels. Temperature compensation sufficient to ensure satisfactory operation in all temperature conditions shall be provided such as internal cooling fan or built-in heater.

5.2 DIGITAL VIDEO RECORDER (DVR)

- A. The digital video, audio, and sensor recording device (DVR) shall be of a Safety Vision Road Recorder 6000 PRO and/or approved equal or equivalent equipment.
 - 1) The system shall be made entirely of new materials and shall be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust and humidity.
 - 2) The DVR shall be ruggedized and secure with lockable recording media without the need of an additional enclosure.
 - 3) The digital video recording system shall be capable of simultaneous recording and playback, allowing the user to review pre-recorded video without interruption of recording.
 - 4) The system shall record onto a removable solid-state drive (SSD) equipped with a key lock to prevent tampering, and shall be 'swappable' for use in any same model DVR.
 - 5) The system shall be capable of configuring video quality, resolution and recording speed individually for each camera.
 - 6) The system shall be capable of on-board viewing, downloading and control via laptop using the included software.
 - 7) The DVR shall be capable of being mounted in any orientation without detriment to its operation.

5.2.1 VIDEO & AUDIO INPUTS

- A. The system hardware shall support simultaneous or sequential recording of, at a minimum, ten (10) gray scale and/or color camera inputs.
 - 1) The system shall have a minimum recording and playback rate of thirty (30) frames per second per camera and shall be capable of recording and playback of each individual camera up to thirty (30) frames per second.
 - 2) The DVR shall have a recording resolution of 720 x 480 pixels.
- B. The DVR shall provide a minimum of ten (10) channels of digitized audio.
 - 1) Audio channels shall be capable of synchronizing to user-selectable cameras.
 - 2) **NOTE: THE AUDIO SHALL NOT BE ACTIVATED OR SET TO RECORD UPON INSTALLATION.**

5.2.2 DVR SYSTEM OPERATION & PERFORMANCE

- A. The DVR shall require no operator interface to initialize system operation, begin shutdown, maintain the system, service or program the system, or prepare the system for operation.
- B. The DVR shall have a clock with operates independently of the main power supply and shall have a minimum five (5) year operational lifetime before battery change is required.
 - 1) The DVR shall be capable of updating and synchronizing the entire fleet of on-board clocks through a GPS interface.
- C. The DVR shall be controlled using embedded processors to assure adequate shock and vibration resistance.
 - 1) The DVR operating system software shall be of an embedded type containing within a firmware chip.
 - 2) The operating system shall be written specifically for DVR operation and be written for the largest available drives.
- D. The DVR shall be equipped with the following external ports.
 - 1) RJ-45 type RS-232 Communication Ports.
 - 2) RS-232 Serial Communication Ports.
 - 3) System Diagnostic Port.
 - 4) RJ-45 Ethernet Port.
 - 5) Universal Serial Bus (USB) version 2.0 Ports.
- E. The DVR shall maintain a log file of it actions, which are stored on the removable SSD.
 - 1) Information shall include the time and date of the action and includes: ignition on/off, events start and stop, camera failure, drive errors, etc.
- F. The DVR shall be capable of communicating utilizing the Society of Automotive Engineers (SAE) "Recommended Practice for a Serial Control and Communications Vehicle Network (SAE J-1939)."
 - 1) The DVR shall be optionally capable of acquiring data from electronic vehicle systems, including engines, utilizing SAE J-1939 data communication standard.
 - 2) The DVR shall be capable of acquiring, processing, and storing with image data, up to eight (8) programmable analog vehicle parameters.
- G. The DVR shall have the ability to change video and audio setting during operation.
 - 1) Changes to the frame rate or image quality of any camera shall be based on time, sensor input, or J-1939 input in real time.
 - 2) Frame rates shall range from one (1) frame per day to thirty (30) frames per second per camera.
 - 3) The DVR shall be capable of recording multiple differing frame rates and differing levels of image quality per camera at the same time.
- H. The DVR shall have the capability to interface with diagnostic software operated from either a workstation or portable computer for system troubleshooting and configuration purposes.
- I. The DVR shall have the ability to interface with an LCD status panel and provide system status, software version data, and event/incident save data.
 - 1) The LCD panel shall also have an event/incident save switch.

5.3 REMOVABLE STORAGE MEDIA

- A. All storage media required for this RFP shall be of the removable solid-state drive type (SSD).
- B. All SSD's shall be compatible for use and integration with CTTRANSIT buses currently utilizing Safety Vision's 6000 PRO Digital On-Board Monitoring and Surveillance Systems.

- C. The SSD's shall have the minimum physical and operational characteristics.
 - 1) Capacity shall be at least 500 GB (gigabytes).
 - 2) Shall have a form factor of 2.5 inches.
 - 3) Shall have a SATA2 interface.
 - 4) Shall have NAND Flash: MLC.
 - 5) Shall have 64 MB (megabytes) DRAM Cache.
 - 6) Shall have a shock rating of 1500G (operating).
 - 7) Shall have a vibration rating of 16G (operating).
 - 8) Operating temperature: 0°C to +70°C
 - 9) Sequential Read Rate: 230 MB/s(max)
 - 10) Sequential Write Rate: 180 MB/s(max)
 - 11) Reliability: MTBF: >1,000,000 hours
 - 12) Data Reliability: Built-in EDC/ECC function
 - 13) Data Integrity: 10 years
 - 14) Power Supply: 5.0Vcc ±5%
- C. The SSD's disk media shall be capable of withstanding continuous vibration and frequent shock pulses of moderate duration.
 - 1) Recorded data must survive all typical traffic accidents as well as collisions.
- D. The SSD's shall be conveniently portable, easily removable, and transportable.
- E. All recorded data shall be created in a secure encrypted file format.
- F. Recorded data shall be able to be viewed in a read-only format on a standard PC workstation or PC laptop.
 - 1) Software shall be supplied for on-site data playback that is compatible with standard PC-based operating systems such as Windows Operating Systems.
 - 2) Data shall be able to be downloaded for long-term storage to high capacity storage media types such as CD-ROM, CD-R, CD-RW, DVD-ROM, etc.

5.4 DIGITAL VIDEO CAMERAS

- A. All digital video cameras shall be compatible for use and integration with Safety Vision's Road Recorder 6000 PRO Digital On-Board Monitoring and Surveillance Systems and existing digital video cameras currently installed on CTTRANSIT transit buses.
- B. Digital video cameras shall be color, day-night, equipped with a heavy duty commercial grade quality lens, allowing for the optimum focal distance, optimum field of vision allowable, and shall achieve maximum image resolution.
 - 1) The image sensor shall be a 0.25 inch (1/4") color Sony CCD (Charge-Couple Device) and/or approved equal or equivalent equipment.
 - 2) The lens focal length shall be four (4) millimeter.
- C. Cameras shall provide a clear, stable, high quality picture with the correct exposure, minimal smearing and distortion under all lighting conditions within the bus. All images shall be free of glare, stars, haze, etc.
 - 1) Interior cameras shall be low light, high intensity IR (infrared) and operate between ten (10) and fourteen (14) volts with internal synchronization.
 - 2) Cameras shall have a minimum of 420 TV lines.
- D. When the cameras are aimed properly, the lens shall be locked in place by mechanical fasteners (glues or chemicals shall not be used), and shall not go out of adjustment due to vibration.
- E. Video cameras shall be designed and installed to achieve optimum coverage.
- F. The system hardware shall support simultaneous recording of all cameras.

- 1) The cameras shall have a built-in high intensity microphone for audio recording purposes.
 - 2) **NOTE: THE AUDIO SHALL NOT BE ACTIVATED OR SET TO RECORD UPON INSTALLATION.**
- G. Cameras shall have automatic back-light compensation to maintain good illumination and good detailed and identifiable resolution.
- H. Video cameras shall be enclosed in a rugged camera enclosure or are to be self-enclosed.
- 1) Camera enclosures shall be lockable, vandal resistant, shock-resistant, dust-resistant and weather and water-resistant and shall be made of impact-resistant non-toxic material.
- I. The installation shall not impede normal passenger traffic or cause head-bumping hazard.

PART VI
TRANSIT BUS
SURVEILLANCE EQUIPMENT
INSTALLATION/UPGRADES

6.0 OVERVIEW

- A. CTTRANSIT is issuing this Proposal to upgrade its existing Safety Vision bus video security systems with Safety Vision and/or approved equal or equivalent equipment which meet the minimum specifications as defined in this RFP.
- B. The project will include the purchase, removal, and installation of new Digital Video Recorders (DVR), Solid State Drives (SSD), installation of additional cameras, and the complete installation of both a DVR, SSD, and cameras on select transit buses.
- C. Installation shall include all necessary equipment for total system functionality: cameras, DVRs, storage drives, cabling, operating software, all connectors, mounting enclosures and labor as applicable.
- D. All cables, wiring, interconnections, switches, and circuit breakers/fuses shall be heavy-duty and specifically designed for their purposes and for transit bus applications.
- E. All installations shall be performed by Proposer/Contractor on-site at CTTRANSIT's Bus Facilities located in Hartford and Stamford dependent upon where the transit bus requiring an installation is located.
- F. All system components, including but not limited to the DVR, individual cameras, etc. shall be installed at such locations within each transit bus as determined in consultation with and approved by CTTRANSIT.

6.1 CTTRANSIT FLEET ROSTER

- A. The table below lists the year, make, model of CTTRANSIT transit buses as well as the internal numbering system and division location for purposes of identification pertaining to the scope of work contained in this RFP.

TABLE A

BUS NUMBERS	YEAR	MAKE	MODEL	DIVISION LOCATION	TOTAL NUMBER
101-132	2001	NEW FLYER INDUSTRIES (NFI)	DL40LF	STAMFORD	32
201-240	2002	NEW FLYER INDUSTRIES (NFI)	D40LF	HARTFORD	40
303-309	2003	MOTOR COACH INDUSTRIES (MCI)	4500	HARTFORD	7

6.2 SCOPE OF REQUIRED WORK

- A. The Contractor shall perform the required upgrades/installations as listed under this section.

6.2.1 UPGRADE OF DVR SYSTEM AND STORAGE DRIVE

- A. Contractor shall remove existing DVR system and replace with a Safety Vision Road Recorder 6000 PRO and/or approved equal or equivalent equipment and shall utilize removable solid-state drives (SSD) for storage.
 - 1) CTTRANSIT NFI buses #101-132 for a total of thirty-two (32) DVR's and thirty-two (32) SSD's.
 - 2) CTTRANSIT NFI buses #201-240 for a total of forty (40) DVR's and forty (40) SSD's.
- B. A total of nine (9) spare DVR's identical to the units installed on the transit buses shall be supplied individually wrapped and protected within a container.

6.2.2 INSTALLATION OF ADDITIONAL CAMERAS

- A. Contractor will install additional digital video cameras which shall be compatible for use and integration with Safety Vision's Road Recorder 6000 PRO Digital On-Board Monitoring and Surveillance Systems and existing digital video cameras currently installed on CTTRANSIT buses.
- B. A total of three (3) wedge-style cameras comprising of one (1) interior and two (2) exterior shall be installed on the following CTTRANSIT buses.
 - 1) CTTRANSIT NFI buses #101-132 for a total of ninety-six (96) cameras.
 - 2) CTTRANSIT NFI buses #201-240 for a total of one-hundred twenty (120) cameras.
 - 3) The interior camera shall be installed facing out the windshield in front of the vehicle and shall be securely mounted using appropriate brackets so as to prevent vibration and loss of camera

- positioning.
- 4) The exterior cameras shall be mounted on the driver and passenger sides on the upper rear corners orientated facing towards the front of the transit bus securely mounted using appropriate brackets or mounts.
- 5) Any access holes created to run cabling, wiring, or to secure cameras to the exterior of the bus shall be completely sealed using appropriate methods and materials so as to prevent seepage of water, condensation, dirt, etc. from entering the transit bus.

6.2.3 COMPLETE VIDEO SURVEILLANCE INSTALLATION

- A. The CTTRANSIT buses specified below currently do not have any type of video surveillance system installed on-board.
 - 1) CTTRANSIT MCI buses #303-309 for a total of seven (7) installations.
- B. Contractor shall install a Safety Vision Road Recorder 6000 PRO and/or approved equal or equivalent equipment and shall utilize removable solid-state disk-drives (SSD) for storage.
- C. The DVR shall have an LCD status panel to provide system status, software version data, and event/incident save data.
 - 1) The LCD panel shall also have an event/incident save switch.
- D. A total of five (5) interior digital cameras which meet the hardware/software requirements specified in this RFP shall be installed.
 - 1) One (1) interior dome-style camera shall be installed facing out the windshield in front of the vehicle.
 - 2) One (1) interior dome-style camera shall be installed in the front of the bus facing towards the rear passenger compartment.
 - 3) One (1) interior dome-style camera shall be installed in the driver's compartment facing the farebox and front entrance door.
 - 4) One (1) interior dome-style camera shall be installed facing the handicap entrance door.
 - 5) One (1) interior dome-style camera shall be installed in the rear passenger compartment facing towards the front of the bus.
 - 6) All interior cameras shall be securely mounted using appropriate brackets so as to prevent vibration and loss of camera positioning.
- E. A total of two (2) exterior wedge-type digital cameras which meet the hardware/software requirements specified in this RFP shall be installed.
 - 1) One (1) exterior camera shall be mounted on the passenger side on the upper rear corner orientated facing towards the front of the transit bus securely mounted using appropriate brackets or mounts.
 - 2) One (1) exterior camera shall be mounted on the driver's side front left hand corner orientated facing towards the rear of the transit bus securely mounted using appropriate brackets or mounts.
 - 3) Any access holes created to run cabling, wiring, or to secure cameras to the exterior of the bus shall be completely sealed using appropriate methods and materials so as to prevent seepage of water, condensation, dirt, etc. from entering the transit bus.

6.3 WARRANTY

- A. The Contractor shall provide warranty on all defects in materials, equipment, and workmanship for a minimum of twelve (12) months from substantial completion of the project.
- B. Proposer and manufacturer of associated equipment shall state and guarantee, in writing, the amount of years spare parts shall be available from date of delivery of the system.
- C. The Contractor shall provide to CTTRANSIT the following documentation concerning all warranty information:
 - 1) Project Directory and Subcontractor Listing: Listing of all subcontractors and major suppliers for the project stating portions of Work done, address and telephone number of firm, and contact at firm familiar with project.

- 2) Contractor's written Guarantee letters supported by warranty/guarantee letters from all subcontractors, suppliers, and vendors for all materials, equipment, workmanship, and the length of time associated for such warranty periods.

D. Details on the warranty shall be provided as part of the proposal package.

PART VII

ADDITIONAL PROJECT

SPECIFICATIONS

&

REQUIREMENTS

7.0 ADDITIONAL PROJECT SPECIFICATIONS & REQUIREMENTS

- A. The Contractor is to provide a complete "turn-key" installation for this project to which costs are to be included as part of the Contract scope.
- B. "Turn-Key" installation shall include all phases of the project from supplying the components which meet the specifications of this RFP, installation of components, testing of the system, layout and engineering, coordination of installation crews, project time line management and accountability, ongoing oversight, post installation support, etc.
- C. Subcontracting will be permitted on the basis that the Contractor shall list any and all subcontractors in the Proposal.
- D. Contractor shall provide an estimated schedule/project timeline with approximate completion dates for major project milestones as part of their Proposal.
- E. Contractor is to supply all contract drawings and specifications to their subcontractors, suppliers or material vendors at no additional cost to CTTRANSIT.

7.1 CONTRACT BASIS

- A. Work is based upon conditions at the site, Project Manual, contract drawings, all addenda issued and the Contract executed between CTTRANSIT and Contractor.
- B. An express responsibility of the Contractor and all parties under the Contractor is coordination and implementation of any CTTRANSIT supplied equipment. All parties as part of this Work are to fully inform themselves of the coordination, provisions of accessory and supporting work requirements and any and all other work, supply of power, conduits, blocking, support, supply and installation of accessories required or other requirements needed to provide CTTRANSIT's provided work fully incorporated into the completed Project within the submitted costs established by the Agreement between CTTRANSIT and the Contractor.

7.2 TIME FOR COMPLETION

- A. Time for completion shall be based upon the number of days estimated by the Contractor submitted in their Proposal and shall begin from the date the "Notice to Proceed" is issued. Time shall include all holidays and other days.

7.3 LIQUIDATED DAMAGES

- A. It is understood and mutually agreed, by and between Contractor and CTTRANSIT, that date of beginning and time for completion of Work are essential conditions of the Contract; and it is further mutually understood and agreed that Contractor shall commence Work in the contract on date specified in the Written Notice to Proceed and fully complete Work within the time stipulated in the Agreement.
- B. Contractor agrees to prosecute regularly, diligently, and uninterruptedly said Work at rate of progress as will complete Work within time specified.
- C. If Contractor neglects, fails, or refuses to complete work within time specified, or within any proper extension granted by CTTRANSIT, then Contractor does hereby agree, as a consideration for awarding this Contract, to pay CTTRANSIT the amount of one-hundred dollars (\$100.00) per calendar day with a maximum of thirty (30) calendar days and/or a maximum of three-thousand dollars (\$3000.00), not as a penalty but as liquated damages for such a breach of contract as hereinafter set forth, for each and every calendar day that Contractor is in default after time stipulated in contract for completing Work.

- D. Said amount is fixed and agreed upon by and between Contractor and CTTRANSIT because damages CTTRANSIT would in such event sustain, and said amount is agreed to be the amount of damages which CTTRANSIT would sustain.
- E. Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

7.4 RESPONSIBILITIES OF CONTRACTOR

- A. Except as otherwise specifically stated in the project manual, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the Work, and all other services and facilities of any nature necessary to execute Work as shown and/or specified under the contract and deliver it in every respect within specified time.
- B. If during the course of this project, the Contractor discovers errors, inconsistencies, or omissions in the Contract Documents, the Contractor will report them to CTTRANSIT who will issue written instructions to the Contractor. If the Contractor performs work knowing there is an error, inconsistency, or omission in the Contract Documents without giving notice to CTTRANSIT or receiving instruction from CTTRANSIT, the Contractor assumes responsibility for the Work and will bear all costs associated with the performance or correction of the Work.

7.4.1 EXAMINATION OF PREMISES

- A. Before submitting a proposal, Contractor will be held to examine the premises and satisfied themselves as to the existing conditions under which they will be obligated to operate, or that will in any manner affect work under this contract.
- B. Contractor must inform themselves fully of conditions relating to this project and employment of labor. Failure to do so does not relieve successful proposer of their obligation to furnish material and labor necessary to carry out provisions of the Contract.

7.4.2 QUALIFICATIONS OF SUPPLIERS, SUB-CONTRACTORS, OR PROPOSER/BIDDER

- A. CTTRANSIT shall make such investigations as deemed necessary to determine ability of Proposer/Contractor to perform the Work, and Proposer/Contractor shall furnish to CTTRANSIT all such information and data for this purpose that CTTRANSIT may request. CTTRANSIT reserves the right to reject proposal/bid of any Proposer/Contractor, Sub-Proposer/Sub-Contractor, or vendor who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in a position to perform contract, or who has habitually and without cause neglected payment of bills or otherwise disregarded obligations to subcontractors, material suppliers, or employees.
- B. It shall be the responsibility of the Proposer/Contractor to determine the viability of entities who will be sub-proposer/sub-contractors, vendors, or suppliers to the Work during the Proposal period. CTTRANSIT will not be responsible to increase the cost of the Work to change sub-proposers/sub-contractors, vendors, or suppliers of the Work when they just fail to perform or start the Work.

7.5 COORDINATION OF WORK

- A. Coordination of the Work and Coordination of the Work between the various trades and suppliers is the express responsibility of the Contractor. It is not CTTRANSIT's responsibility to determine the sequence of Work, the installation procedures of any part or piece of the Work and/or determine the extent of responsibility for the way the various trades or portions of the Work are to be separated or divided amongst the various subcontractors, suppliers, or vendors of the Work.
- B. Contractor is to give special attention for coordination of the Work by various trades to provide uniform and symmetrical layout and spacing of exposed components which affect the finished design

and appearance. Where spacing and related locations are not specifically shown on the drawings, or where in doubt, Contractor shall consult with CTTRANSIT prior to installation of that part of the work. Location of electrical and telephone outlets shall be verified with CTTRANSIT prior to installation.

7.6 PROJECT MEETINGS & COMMUNICATIONS

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to the following:
 - 1) Pre-installation conferences.
 - 2) Progress meetings.
 - 3) Coordination meetings.
- B. All requirements, work and coordination for meeting(s) and report(s) are the responsibility of the Contractor. This includes work to organize attendees and producing notes and correspondence in summary for each meeting or action.

7.6.1 PRE-INSTALLATION CONFERENCE

- A. Contractor shall schedule a pre-installation conference before starting the project, at a time convenient to CTTRANSIT but no later than 15 days after execution of the Agreement.
 - 1) The conferences shall be held at the project site(s).
 - 2) The pre-installation conference will be held to review responsibilities and personnel assignments.
- B. Authorized representatives of CTTRANSIT, consultants, the Contractor, major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work.
- C. The agenda for this meeting is to discuss items of significance that could affect progress, including the following:
 - 1) Tentative project schedule.
 - 2) Critical work scheduling.
 - 3) Designation of responsible personnel.
 - 4) Procedures for processing field designs and change orders.
 - 5) Procedures for processing Applications for Payment.
 - 6) Distribution of Contract Documents.
 - 7) Submittal of Drawings, Product Data, and Samples. (A numbering scheme will be established and agreed upon at this meeting).
 - 8) Preparation of record documents.
 - 9) Use of premises.
 - 10) Parking availability.
 - 11) Office, work, and storage areas.
 - 12) Equipment deliveries and priorities.
 - 13) Safety procedures.
 - 14) Security.
 - 15) Housekeeping.
 - 16) Working Hours.
- D. Within five (5) days after the Notice to Proceed, Contractor shall submit one (1) original and three (3) copies of a bar-chart type progress schedule indicating time bars for each trade or operation of work to be performed to CTTRANSIT. Time bar shall demonstrate planned work, properly sequenced and intermeshed, for expedited completion of Work. Identify phases if required.
- E. All project plans, drawings, manuals, blueprints, shop drawings, equipment drawings, equipment manuals, etc. during all phases of this project shall be provided by the Contractor. One (1) original and three (3) copies of all submittals shall be provided to CTTRANSIT.

- F. Distribute progress schedule including all updates to CTTRANSIT, Contractor's, subcontractors, suppliers, fabricators, and other with need-to-know schedule compliance requirements.
- G. Prior to the project, the Contractors shall coordinate with CTTRANSIT staff to minimize transit bus downtime resulting from installation or upgrade of equipment.
- H. Contractor shall record significant discussions and agreements/disagreements of each conference, and the approved schedule. Records of each meeting shall be distributed to everyone concerned, including three (3) copies to CTTRANSIT.
- I. Contractor shall not proceed with the installation if the conference cannot be successfully concluded. Contractor shall initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

7.6.2 PROGRESS MEETINGS

- A. Progress meetings at the project site shall be scheduled on a weekly basis or on an as needed basis. Contractor shall conduct meetings and prepare minutes as required. Contractor shall publish notes and distribute notes after each meeting.
- B. In addition to representatives of the Contractor and CTTRANSIT, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Contractor shall develop and submit an updated project schedule. This schedule shall incorporate past schedule fluctuations and any and all changes to correct schedules that are anticipated.
- D. The agenda of the progress meetings shall be to review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Topics for discussion as appropriate to the status of the Project.
 - 1) Contractor's Project Schedule: Review the progress since the last meeting. Determine where each activity is in relation to the Contractor's Project Schedule, whether on time or ahead or behind schedule. Determine how project behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time. Detailed review of the Contractor's next four weeks schedule. The Contractor shall submit to the attendees a copy of the Project Schedule "FOUR WEEK LOOK AHEAD".
 - a) Review the present and future needs of each entity/party present, including the following:
 - 1. Ongoing operations and operator concerns.
 - 2. Status of submittals.
 - 3. Interface requirements.
 - 4. Time & Sequencing.
 - 5. Quality and work standards.
 - 6. Deliveries.
 - 7. Off-site fabrication problems.
 - 8. Access & Site utilization.
 - 9. Housekeeping.
 - 10. Documentation of information for payment requests.
- E. No later than two (2) days after each meeting, the Contractor shall distribute minutes of the meeting to each party present and to parties who should have been present.
 - 1) Contractor shall revise the Contractor's Progress Schedule after each progress meeting where revisions to the schedule have been made or recognized. The revised schedule shall be issued concurrently with the report of each meeting.

7.6.3 MONTHLY WRITTEN JOB REPORT

- A. Contractor shall prepare a monthly Job Report, if required and applicable, before submitting that month's Payment Application. The monthly Job Report shall be published to include the following:
 - 1) Update of current Request for Information (RFI), Submittal of PR/SI logs.
 - 2) Update of Project time line and Completion Schedule up-date.
 - 3) Copies of weekly meeting minutes.
 - 4) Listing of any outstanding cost items.

7.7 SUBSTITUTION REQUESTS

- A. Products specified herein establish a quality standard for comparison by manufacturers of similar products. Products of other manufacturer may be substituted for those specified herein on an "Approved Equal" basis. DO NOT propose the substitution of products that do not meet or exceed the quality standards established by the specified product.
 - 1) Products proposed as equivalent MUST be submitted through the Contractor for review by CTTRANSIT after the Contract for Project is awarded. DO NOT request approval of products prior to the awarding of the Project Agreement.
 - 2) It is the suppliers and/or subcontractors responsibility to provide substitutions that are equal to or exceed the quality established by the original product or system.
 - 3) It is not CTTRANSIT's responsibility to determine or prove to the Contractor, subcontractor, or supplier that their products do not meet the requirements of the original product or system, only to indicate acceptance or non-acceptance of the system in general.
 - 4) Acceptance by CTTRANSIT of a product or system for substitution does not relieve the supplier, subcontractor, or Contractor from the proper performance of the product or system(s) substituted.
- B. Supporting technical data, samples, published specifications and the like must be submitted for comparison.
- C. Contractor shall warrant that proposed substitutions, if accepted, will provide performance equivalent to the materials specified herein. Should substitution be accepted and should the substitute material prove defective or otherwise unsatisfactory for the service intended and within the guaranty period, the Contractor shall replace this material or equipment with the material or equipment specified.
- D. Submit one (1) original and three (3) copies of requests for substitutions in writing. Do not incorporate substitutions until they have been reviewed by CTTRANSIT and written permission has been issued to make the proposed substitution a part of the contract.
- E. If any substitution will affect a correlated function, adjacent construction, or work of other trades or contractors, the necessary changes and modifications to affected work are to be considered and included as part of substitution, to be accomplished without additional cost to CTTRANSIT.
- F. Under no circumstances shall CTTRANSIT's acceptance of any such substitution relieve the Contractor from timely, full and proper performance of Work.
- G. Submit one (1) original and three (3) copies of substitution request, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitution. Include product data/drawings, description of methods, sample where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitutions will result in overall work equal-to-or-better-than work originally indicated.
- H. Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of Contract Documents; when timely, fully documented and properly submitted; and when one or more of the

following conditions is satisfied, all as judged by CTTRANSIT. Otherwise, requests will be returned without action except to record non-compliance with these requirements:

- 1) Where request is directly related to an "or equal" clause or other language of same effect in Contract Documents.
 - 2) Where required product, material, or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the Work promptly or to coordinate various activities properly.
 - 3) Where required product, material or method cannot be provided in a manner which is compatible with other materials of the Work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting CTTRANSIT's insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certified to overcome such non-compatibility, non-coordination, non-warranty, non-insurability, or other non-compliance.
 - 4) Where required product, material, or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
 - 5) Where substantial advantage is offered to CTTRANSIT, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities CTTRANSIT may be required to bear increased cost of other work by CTTRANSIT or separate contractors, and similar considerations.
- I. Contractor's submittal of drawings, product data or samples which relate to work not complying with requirements of the Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.
- J. It is not the responsibility of CTTRANSIT to find or otherwise locate changes in the Work contained in submittals or substitution request. The Contractor is to provide a cover letter stating the details of the submittal or changes in the submittals to CTTRANSIT and to ask for written review for such changes or equal issues. It will not be the responsibility of CTTRANSIT to accept un-approved and undocumented changes contained in Shop Drawings or Submittals, in the field, and the Contractor (regardless of who supplied the work) will replace such deficient Work with the originally specified Work when such un-approved work uncovered.

7.8 REQUEST FOR SUPPLEMENTARY INFORMATION

- A. Contractor shall make timely requests of CTTRANSIT for additional information required in planning and production of work.
- B. Contract shall file Request for Information (RFI) requests in ample time to permit appropriate action by all parties involved and avoid delay in performance of work. Minimum response time from CTTRANSIT is twenty-one (21) working days not including weekends, holidays, or weather delays when the Contractor is not working. Requests can be made for more timely responses, CTTRANSIT will attempt to respond to critical needs as they are made, but regardless of timing, no costs, based on requests for additional information responses, will be born by CTTRANSIT without minimum time requirement being completed. It is the Contractors responsibility to be sequencing the work and controlling the flow of work to eliminate the immediate need for information responses.
- C. CTTRANSIT will not bear costs related to the submittal of RFI and/or the responses to such, or the timing of responses to RFI questions regardless of the nature of the request.
- D. Requests for Information are NOT a substitute for review of the Contract Documents by the Contractor. Requests for Information that are contained in the Contract Documents will not be honored and any subsequent claim for time or costs will not be born by CTTRANSIT. Contractor is responsible to review information requests from subcontractors and provide proper responses based on the information in the Contract Documents before subcontractors RFI's are passed onto CTTRANSIT.

7.9 PRODUCT DATA

- A. Contractor shall collect all required data into one (1) original submittal and three (3) copies for each unit of work or system; mark each copy to show which choices and options are applicable to project AND WHICH ARE AVAILABLE FOR SELECTION BY CTTRANSIT WITHOUT ADDITIONAL COST. No payment will be made for additional cost of any choices or options submitted by the Contractor for selection by CTTRANSIT and not clearly shown as not available within the contract.
- B. Contractor shall include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.
- C. Contractor shall not submit product data until compliance with requirements of contract documents has been confirmed.
- D. Contractor shall submit three (3) copies of product data for CTTRANSIT's review for items specified in various specification sections. Three (3) copies are required for mechanical and electrical data.
- E. Contractor shall submit three (3) copies of manufacturer recommended spare parts list. Spare parts shall be identified, scheduled, and presented to CTTRANSIT for approval.
- F. Contractor shall not proceed with installation of materials, products or systems until final copy of applicable product data is in possession of installer.
- G. In terms of Data Submittals:
 - 1) Contractor's submittal of (and CTTRANSIT's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.
 - 2) It is not the responsibility of CTTRANSIT to find or otherwise locate changes in the work contained in product or data submittals. The Contractor is to provide a cover letter stating the details of the submittal or changes in the data or submittals from that specified by CTTRANSIT or by CTTRANSIT's separate supplier or installer based on CTTRANSIT furnished products or systems to ask for written confirmation of such. Review and approval of submittal that do not make express written reference to changes or equal issues will not be the responsibility of CTTRANSIT to accept in the field and the Contractor will replace such deficient work with the originally specified work when the work is uncovered.

7.10 CLOSEOUT SUBMITTALS

- A. Upon completion of Work and prior to final payment, the following items must be submitted to CTTRANSIT:
 - 1) Close-Out Document Binders.
 - 2) Deficiency List (a.k.a "Punch List") completion Documentation.
- B. Contractor shall provide three (3) complete sets of all the Close-out Documentation to CTTRANSIT.

7.10.1 CLOSE-OUT DOCUMENT BINDERS

- A. Contractor shall provide three (3) sets of Close-Out Binders. Each must be provided in punched three ring binders, tabbed in accordance with the Master Format matching the Project Manual and with a Table of Contents including:
 - 1) Project Directory and Subcontractor Listing: Listing of all subcontractors and major suppliers for project stating portions of Work done, address and telephone number of firm, and contact at firm familiar with project and emergency contact information in case CTTRANSIT needs to get in contact with the subcontractor or supplier.
 - 2) Contractor's written Guarantee letters supported by warranty/guarantee letters from all subcontractors, suppliers, and vendors.
 - 3) Guarantees and Warranties: Three (3) fully executed copies of each guarantee and warranty specified.

- 4) Contractor's letter stating the completion of all "Deficiency" listed items for the Work has been completed.
- 5) Instruction/Operations/Maintenance Manuals: Three (3) operating, three (3) service, and three (3) maintenance manuals or instruction sets which includes a listing of spare parts for each item as requested by specifications and required by CTTRANSIT.

7.11 DEFICIENCY LIST COMPLETION VERIFICATION

- A. Utilizing the Deficiency list provided by CTTRANSIT, Contractor will provide one (1) original and three (3) copies of a cover letter stating completion of all Deficiency List items over a copy of the Deficiency List with each individual item crossed off the list as an indication that action was completed on each item indicated.

7.12 WORKING ON CTTRANSIT PROPERTY

- A. The Contractor acknowledges that work to be accomplished under this Contract is to be performed on CTTRANSIT property. The Contractor's work must be accomplished simultaneously with ongoing daily operations. Such operations include, but are not limited to, the passage of buses, storage of buses, and maintenance of buses, etc.
- B. All CTTRANSIT Bus Facilities employ strict security measures which are vital to the safety of all CTTRANSIT Employees.
- C. The Contractor, subcontractors, vendors, suppliers, etc. shall fully cooperate with all CTTRANSIT Security Policies while performing work on CTTRANSIT premises.
- D. This shall included but is not limited to:
 - 1) Providing daily, weekly, or on a requested basis, names of all contractors, subcontractors, vendors, material suppliers, who shall require access to CTTRANSIT premises.
 - 2) Upon entry and clearance to enter CTTRANSIT Property, all outside contractors, subcontractors, vendors, etc. shall be issued "Contractor ID Badges" which must be worn/displayed at all times while on CTTRANSIT premises.
 - 3) Full cooperation with all CTTRANSIT Staff while on CTTRANSIT premises.
 - 4) Refraining from entering areas which are considered restricted/off-limits without the permission of CTTRANSIT Staff.

7.13 CLEANING AND WASTE REMOVAL

- A. The premises and the job site shall be maintained in a reasonable neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire project period.

7.13.1 PROGRESS CLEANING

- A. Remove crate, cartons, and other flammable waste materials or trash from the work areas at the end of each working day. Collect and remove waste materials, debris, and rubbish from site weekly, daily if necessary and dispose off-site in accordance with state and local codes.
- B. Broom and vacuum clean interior areas of transit buses if installation has caused debris to accumulate.

7.13.2 FINAL CLEANING

- A. Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.

PART VIII
PROPOSAL TIME-LINES
GOALS
&
COMMUNICATION

8.0 COMMUNICATIONS

Communications in connection with this RFP shall be in writing and shall be addressed to Bonnie Sheridan, Purchasing and Contracts Officer (PCO). Proposals will be submitted to the attention of Bonnie Sheridan. The address for U.S. mail is CTTRANSIT, P.O. Box 66, Hartford, CT 06141. The address for hand delivery is 100 Leibert Road, Hartford, CT 06120. The telephone number is 860-522-8101 extension 276; the fax number is 860-524-5396 and e-mail bsheridan@cttransit.com. It is the responsibility of the Proposer to assure that correspondence has been received by CTTRANSIT. Any questions or comments directed to other CTTRANSIT employees, officials or agents may result in an Offeror's Proposal being disqualified.

8.1 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Please be advised that no Disadvantaged Business Enterprise (DBE) goal has been assigned for this procurement. While no goal has been set, CTTRANSIT invites and encourages participation in this procurement by disadvantaged business enterprises.

8.2 PRE-PROPOSAL MEETING

No pre-proposal meeting will be conducted for this RFP.

8.3 PROPOSAL QUESTIONS/CLARIFICATIONS AND/OR SUGGESTIONS

Proposers are encouraged to make suggestions and recommendations regarding the specifications and content of this Proposal. All suggestions will be reviewed by CTTRANSIT and will be addressed in writing via an addendum. Additionally, questions and/or requests for clarifications regarding the content of this Proposal are to be submitted in writing and will be addressed in the same addendum format. If a Proposer feels a conflict exists between what is considered a good practice and these specifications, he/she shall state in writing all objections prior to submitting a Proposal.

All interested Proposers who requested a Proposal will receive all issued addenda. All items meeting the requirements of this section must be submitted in writing (email, fax or hand delivered) to the attention of Bonnie Sheridan and must be received by **Thursday, January 13th, 2011 at 10:00 AM EST.**

Responses for questions/clarifications will be made by CTTRANSIT on or before **Thursday, January 20th, 2011.**

8.4 ADDENDA

CTTRANSIT reserves the right to revise or amend the specifications up to the time set for submitting the Proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Proposers. If the revisions and addenda require changes in quantities or specifications, or both, the date set for submitting Proposals must be postponed by such number of days as in the opinion of CTTRANSIT shall enable Proposers to revise their Proposals.

Proposers must acknowledge receipt of addenda on the form included with the addenda. Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation.

8.5 PROPOSAL DUE DATE

Proposals are due on or before **Tuesday, February 8th, 2011 at 2:00 PM EST.** The address for U.S. mail is CTTRANSIT, P.O. Box 66, Hartford, CT 06141. The address for hand delivery is 100 Leibert Road, Hartford, CT 06120. Proposals must be submitted to the attention of Bonnie Sheridan, Purchasing & Contracts Officer, and CTTRANSIT. Proposal outer packaging must be clearly marked with "**RFP #08-11**" and "**TRANSIT BUS SURVEILLANCE EQUIPMENT**" in capital letters.

8.6 OPENING OF PROPOSALS

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

8.7 PROGRESS PAYMENTS BASED ON PERCENTAGE OF COMPLETION

CTTRANSIT has offered the following terms under which CTTRANSIT will make **Progress Payments Based on Percentage of Completion** during contract performance. CTTRANSIT will not accept the Contractor's proposed

progress payments schedule if the schedule does not conform to the following limitations: CTTRANSIT will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract, the terms and conditions of the progress payments must comply with applicable federal regulations, be reasonable and consistent with all other technical and cost information included in the Contractor's proposal.

CTTRANSIT must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect the CTTRANSIT's interest in the progress payment. CTTRANSIT will not use Federal or State assistance to make payments to a third party contractor before the contractor has incurred the costs for which the payments would be attributable.

Progress payments will only be made to the contractor for costs incurred in the performance of the contract.

The terms and conditions of the progress payments based on percentage of completion must be in the best interests of CTTRANSIT. The Contractor's proposal of progress payments shall include the following:

A listing of the projected payment dates and the projected payment amounts; and the projected delivery date and the projected payment amount, and supporting information addressing the Contractor's investment in the contract. Evaluation of the Contractor's proposed payments and dates will include whether the Contractor's proposed percentage of completion events and payment amounts are reasonable and consistent with all other terms and conditions of the Contractor's proposal. CTTRANSIT reserves the option to request that the progress payments be open to negotiation and/or request a best and final proposal/offer.

The proposed progress payments based upon percentage of completion by CTTRANSIT are the following:

CTTRANSIT BUSES	UPON COMPLETION OF REQUIRED WORK	PROJECT VALUE
NFI BUSES #101-132	UPGRADE/INSTALLATION OF DVR, STORAGE DRIVE, ADDITIONAL CAMERA'S	35%
NFI BUSES #201-240	UPGRADE/INSTALLATION OF DVR, STORAGE DRIVE, ADDITIONAL CAMERA'S	40%
MCI BUSES #303-309	COMPLETE INSTALLATION OF ON-BOARD SURVEILLANCE SYSTEM	15%
FINAL PAYMENT	INCLUDES SPARE DVR'S, REPAIR OF DEFECTS, PROJECT SIGN-OFF/COMPLETION	10%

8.8 INVOICING

All Contractor requests for payment must be submitted on an official contractors invoice form with sufficient back-up documentation to support all costs. All documentation shall be addressed to Accounts Payable and be sent directly to CTTRANSIT P.O. Box 66, Hartford, CT 06141-0066. The contractors invoice must include the Purchase Order number. Payment terms are of net thirty- (30) days after acceptance thereof. CTTRANSIT is exempt from the payment of state sales tax. Tax-exempt certificates will be provided upon contract award.

8.9 INTEREST

CTTRANSIT will not pay interest on unpaid or disputed invoices, whether due or overdue.

PART IX
PROPOSAL SUBMISSION, EVALUATION CRITERIA
&
EVALUATION SUBMISSION

9.0 PROPOSAL SUBMISSION, EVALUATION CRITERIA & EVALUATION SUBMISSION

- A. **One (1) original and five (5) copies** of the Proposal must be submitted and received on or before **Tuesday, February 8th, 2011 no later than 2:00 PM EST**. The address for U.S. mail is CTTRANSIT, P.O. Box 66, Hartford, CT 06141. The address for hand delivery is 100 Leibert Road, Hartford, CT 06120. The telephone number is (860) 522-8101 ext. 276. Proposals must be submitted to the attention of Bonnie Sheridan, Purchasing & Contracts Officer, and CTTRANSIT. Proposal outer packaging must be clearly marked with "**RFP #08-11**" and "**TRANSIT BUS SURVEILLANCE EQUIPMENT**" in capital letters. Each package **must** contain the following:
- 1) One-page cover letter indicating your interest in being considered and why you should be selected
 - 2) Detailed response to all Proposal requirements including but not limited to all items contained in the technical scope of work specification section of this RFP. Please discuss any other information that you feel is pertinent and will assist CTTRANSIT in making a selection. Also, if available, provide a copy of your firm's brochure along with any and all related forms, policies and procedures.
 - 3) Required Proposal forms as provided in this RFP, including all required information and pricing detail. The Proposer must print or type his/her name and company on each Proposal.
- B. CTTRANSIT has established procedures to protect the integrity of the Proposal process. Failure to properly mark your Proposals appropriately may result in your Proposal being disqualified for noncompliance. It is solely and strictly the respondents' responsibility to ensure that Proposals are delivered prior to the closing date and time. CTTRANSIT assumes no responsibility for any disclosure of Proposal terms for a Proposal that is submitted which does not meet these sealed Proposal marking requirements including delays caused by United States mail delivery or any other occurrence.

9.1 QUALITY ASSURANCE PROVISION

- A. The selected Proposer shall establish and maintain an effective quality assurance procedure. The quality assurance procedure shall guarantee quality control over all aspects of the project. The procedure shall also control the quality of equipment and services supplied. This section will be evaluated as a part of the responsibility criteria.

9.2 QUALIFICATION OF PROPOSERS

- A. Proposers will be acceptable only if a person, firm or corporation with the following qualifications offers them:
- 1) Adequate experience and verifiable history in the provision on-board vehicle surveillance systems of for the purposes as defined in this RFP;
 - 2) Proven expertise and experience in dealing with coordination installing on-board vehicle surveillance systems in transit bus applications;
 - 3) Must include three references for which the Proposer/Contractor has performed similar services;
 - 4) Staff members should have proper experience, qualifications and certifications to provide sound system recommendations;
 - 5) Management and/or Supervising Personnel to be utilized on this project should be specifically identified and resumes included in the Proposal;
 - 6) Adequate equipment, personnel and financial resources to fulfill the agreement in a satisfactory manner within the time specified;
 - 7) Proposer/Contractor must have performed background checks, references, and resumes of all of its employees that will be working on site at CTTRANSIT facilities and make this information available for CTTRANSIT's review. These must be available for inspection upon request.

9.3 ORAL PRESENTATIONS

- A. During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all of the respondents to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on the firm's Proposal. Not all respondents may be asked to make such oral presentations.

9.4 EVALUATION

A. CTTRANSIT has an established evaluation process for the review of the Proposals. Proposals will be analyzed for responsiveness, compliance with technical specifications, capabilities, quality, price, instructions and all other aspects of this RFP.

- 1) Proposals that do not comply with these instructions and do not include the required information, forms and certifications may be rejected as insufficient or not be considered. CTTRANSIT reserves the right to request a Proposer to provide any missing information and to make corrections. All non-responsive respondents will be notified in writing.
- 2) Proposers are advised that detailed evaluation forms and procedures will follow the same Proposal format and organization as specified in this document. Therefore, Proposers shall pay close attention to this format and instruction. Submittal of a Proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated in the Proposer's Proposal submittal. Any such conditions, exceptions, reservations or understandings, which do not result in the rejection of the Proposal, are subject to evaluation under the Proposal evaluation criteria.
- 3) CTTRANSIT will appoint an Evaluation Committee who will be responsible for the review and evaluation of Proposals submitted in response to this RFP. Additionally, CTTRANSIT has established a resource support team that will assist the Committee in the evaluation process. The Team may be called on for a variety of different research and analysis purposes including but not limited to reference checking, price analysis, etc. The Committee will initially meet to discuss the overall Proposals and to determine how the Team will most efficiently be utilized in the evaluation process. The Committee will direct the Team in what specific areas of analysis and/or research, if any, will be required. All reports provided by the Team will be made to all Committee members in writing. On receipt of all required information the Committee may meet to jointly discuss the Proposals and any areas of concerns. The Committee then will independently evaluate Proposals. The Committee reserves the right to call upon the Team at any time during the evaluation process for its expertise. The Committee may convene at any time to discuss any questions or concerns they may encounter. The Committee may rely on this resource material in the evaluation of the Proposals.
- 4) Upon completion of reviews, each Proposal will be given a total composite score. Each Evaluator will rank the Proposals based on the total score with number 1 being the highest. The rankings for each Proposal will be added together for a total composite ranking score. The Proposer with the lowest total composite ranking score will be determined the top ranked Proposer and so on down the line.
- 5) If determined necessary the Committee may invite top ranked Proposers for an interview or may chose to visit current Proposer sites. If interviews or visits are conducted the Committee will be provided the opportunity to revise their original review to accurately reflect any additional information that may have been obtained through the interview process. Each Committee member will document this separately and independently. Once again Proposals will be evaluated and scored as noted to determine the top ranked Proposer.
- 6) The Proposer ranked number one and whose price Proposal is acceptable, may be contacted regarding any potential areas to be negotiated. If negotiations are conducted and not successful with the top ranked Proposer(s) then negotiations may be conducted with the next highest ranking Proposer(s) and so on down the line until negotiations are successful in producing a list of qualified appraisers to call upon for service that is found to be the most advantageous to CTTRANSIT, cost and other factors considered.
- 7) CTTRANSIT reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request a best and final proposal/offer. CTTRANSIT additionally reserves the right to award on the basis of initial Proposals submitted without any negotiations or discussions if such action is deemed to be in the best interest of CTTRANSIT. In any event, CTTRANSIT reserves

the right to accept other than the lowest cost Proposal. All unsuccessful Proposers will be contacted notifying them of their status.

- B. This criteria is presented to allow CTTRANSIT the ability to analyze Proposals received on an equal basis and to afford all Proposers the opportunity to know the basis upon which their Proposals will be evaluated.
- C. CTTRANSIT will make the award to the responsible Proposer whose proposal is most advantageous to CTTRANSIT. Accordingly, CTTRANSIT may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of CTTRANSIT.
- D. The overall criteria listed below are in relative order of importance. As proposals are considered by CTTRANSIT to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be the deciding factor.

9.5 EVALUATION CRITERIA

- A. CTTRANSIT has established the following evaluation process for the review of the Proposals. Proposals will be analyzed based upon the Evaluation Criteria and associated weighted percentages as listed below.

Technical Specifications--Scope of Services:

40%

Section IV pertaining to the Technical Specifications—Scope of Services of this document will be evaluated in this category. Proposers must adequately incorporate and address all of the requirements of the RFP. Proposal deviations pertaining to the technical specifications of this RFP will be reviewed under this section. The amount of time to deliver and make operational the equipment specified in this RFP will be a significant factor in this evaluation. The Proposer shall also submit the latest printed specifications and advertising literature on the services, items, and/or equipment recommended in their Proposal.

- Proposers shall fully describe the hardware/equipment being offered as part of this submission. Capabilities and features should be described in the context of the application.
- Benefits gained from installing and using the vendor's product should be described in full. Proposers must list all hardware/software components or modules necessary to fully implement the project, including third party systems necessary to complete the total installation.

Price:

30%

The Price Proposal Forms will be reviewed to determine the Proposal that is in the best financial interest of CTTRANSIT. A thorough and accurate pricing Proposal for the contract is required detailing how the Proposer intends to bill CTTRANSIT for services. The Evaluation Committee will determine if the price is fair and reasonable based on the price estimate prepared prior to this solicitation and consistent with the budgetary figure set for this project. Material Discounts will be evaluated at the time of the initial evaluation. Failure to fully cost out any item or aspect of this Proposal will be the responsibility of the Proposer. The total cost for the system purchase, installation, make operational, training, on-going operating cost and warranty are all price issues that will be evaluated.

Responsibility Questionnaire and Required Proposal Submittals:

20%

The following represent the principal selection criteria, which will be considered during the evaluation process of the Proposals. The entire content of the Responsibility questionnaire will be reviewed under this section for determining Proposer responsibility. In order to qualify as a responsible Proposer, in addition to other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of CTTRANSIT that it has the integrity, skill, and the time specified. All Proposers shall complete and submit the Responsibility Questionnaire contained in the required form submittal section of this RFP. Items including but not limited to references, personnel, insurance certifications, etc., will be checked and verified. The experience and capability of the Proposer to undertake this contract will be evaluated for the maximum benefit to CTTRANSIT. Those items will include but not be limited to the following items.

A. Quality Assurance Provision

- The selected Proposer shall establish and maintain an effective quality assurance procedure. The Quality Assurance Procedure shall guarantee quality control over all aspects of the project. The procedure shall also control the quality of equipment and services supplied. This section will be evaluated as a part of the responsibility criteria.

B. Qualification of Proposers

Proposers will be accepted only if a person, firm or corporation with the following qualifications offers them:

- Adequate experience and verifiable history in providing, installing, testing, and maintaining on-board vehicle surveillance systems sought through this procurement in the public transit industry;
- Proven expertise and experience in dealing with large area public transit systems of this type and size;
- Must include three references of which one must be within the public transit industry, for which the vendor has performed similar services;
- Staff members should have proper experience, qualifications and certifications to provide sound system recommendations;
- Management and/or Supervising Personnel to be utilized on this project should be specifically identified and resumes included in the Proposal;
- Adequate equipment, personnel and financial resources to fulfill the agreement in a satisfactory manner within the time specified;
- Contracted Vendor must have performed background checks, references, and resumes of all of its employees that will be working on site at CTTTRANSIT facilities and make these products available for CTTTRANSIT's review. These must be available for inspection upon request.

