

**REQUEST FOR PROPOSALS**

**CONSULTING SERVICES FOR  
COMPREHENSIVE OPERATIONAL ANALYSIS (COA)**

**Project #NTD-2022-05**



Norwalk Transit District  
275 Wilson Avenue  
Norwalk, CT 06854  
(203) 852-0000

**SCHEDULE OF EVENTS**

Issue RFP	November 18, 2022
Questions and Answers	December 2, 2022
Response to Q & A's	December 9, 2022
Proposals Due	December 29, 2022 by 2:00 pm local time
Evaluations	January 9, 2023
Scope and Cost Negotiations (if necessary)	January 23, 2023
Best and Final Offer Due	January 23, 2023
Board Actions	February 23, 2023
Contract Award	March 1, 2023

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## REQUEST FOR PROPOSAL (RFP)

### COMPREHENSIVE OPERATIONAL ANALYSIS (COA)

The Norwalk Transit District (the “District”) is requesting sealed proposals for the provision of a Comprehensive Operational Analysis (COA) to execute a detailed examination of existing mobility services provided by the District, and to make recommendations for changes in the short- and mid-term as well as provide insights for long term new services or adjustments to existing services and operational functions for the District’s entire package of services.

The District provides public transportation services in communities from Greenwich to Westport. The District’s core service is the WHEELS public bus system which operates nineteen (19) vehicles during peak periods on eleven of the major routes serving the City of Norwalk. The District partners with the Greater Bridgeport and Milford Transit Districts to operate a fixed-route bus service seven days a week between Norwalk and Milford called the Coastal Link. The District operates four Commuter Rail Shuttles servicing CT *rail*/MetroNorth stations in South Norwalk and Greenwich and a contract commuter connection on-demand route serving Westport rail station. The District provides complementary ADA and “beyond ADA” service in the City of Norwalk, Stamford, Westport, and Wilton utilizing fleet of 47 wheelchair accessible vehicles. And finally, the District added an on-demand micro transit ride service – “Wheels 2U Norwalk” - in September 2018.

Sealed proposals will be accepted by the District’s Chief Compliance Officer until December 29, 2022 by 2:00 pm local time.

The District reserves the right to postpone, accept or reject any and all proposals in whole or in part, on such basis as The District deems to be in its interest to do so, subject to the rules and regulations set forth by the District, the State of Connecticut and/or the Federal Transit Administration (FTA).

No proposal may be withdrawn for at least sixty (60) days after the scheduled closing time for receipt of proposals. An original and four (4) copies of the proposal along with one electronic copy (thumb drive) shall be submitted in the format prescribed by the Purchasing Department.

Lori Hammill  
Chief Compliance Officer  
203-299-5162

Email: [lhammill@norwalktransit.com](mailto:lhammill@norwalktransit.com)

Norwalk Transit District  
275 Wilson Avenue  
Norwalk, CT 06854

## **SECTION 1: INTRODUCTION TO THE NORWALK TRANSIT DISTRICT**

The Norwalk Transit District (the "District") provides a wide range of public transportation services in communities from Greenwich to Westport in southwestern Connecticut operating from a base and the hub of its services in Norwalk. The District has evolved over the years into a true mobility manager in its region, providing a range of bus transit and related services to its community. As with most public transportation systems, the District has been dealing with changing demographics and changing travel patterns over the past decade or more. These changes were accentuated by the COVID pandemic and the impact that had on ridership as well as new, evolving commuting patterns in the post-COVID world.

In its own local environment the District will also need to adapt to state policies and laws mandating the use of battery-electric buses as well as a new law that will incentivize inter-transit-district collaboration and the promotion of microtransit among other policies.

The District has not engaged in a comprehensive assessment of its services in decades, relying instead on ongoing service review processes and increases in the level and types of services as needed from time to time. At this time the District feels a more significant review of its package of services is warranted and so the District wishes to engage a consultant to conduct a truly top-to-bottom review of its mobility program.

### **About Our Services**

The Norwalk Transit District (the "District") provides public transportation services in communities from Greenwich to Westport. The District's core service is the WHEELS public bus system which operates nineteen (19) vehicles during peak periods on eleven fixed routes serving the City of Norwalk. Prior to the Covid-19 emergency, the District expected to reach well over 100,000 WHEELS rides per month (greater than 1,000,000 annually). WHEELS service is provided between the hours of 6:00 a.m. and 7:30 p.m. Monday through Friday and 7:00 a.m. to 6:55 p.m. on Saturdays. Evening shuttle service operates from 7:30 p.m. to 10:30 p.m. Monday through Friday and from 6:30 a.m. to 9:30 p.m. on Saturday. Sunday shuttle service operates from 9:00 a.m. to 7:00 p.m.

The District also partners with the Greater Bridgeport and Milford Transit Districts to operate a fixed-route bus service seven days a week between Norwalk and Milford called the Coastal Link.

The District added an on-demand micro transit ride service – “Wheels 2U Norwalk” in September 2018. Wheels 2U operates in the entertainment district in Central, East, and South Norwalk as well as servicing the railroad stations, operating from 5:00 pm to midnight Thursday through Saturday, and 12:00 pm to 9:00 pm on Sunday. Wheels 2U in Norwalk performed 22,751 rides from its inception in 2018 through the end of fiscal year 2020 when it was suspended due to COVID. In May 2021 Wheels 2U Norwalk operations were reinstated.

The District also operates four Metro North Commuter Rail Shuttles servicing the SONO Train Station in Norwalk and Greenwich Station in the Town of Greenwich providing nearly 100,000 annual trips pre-

COVID. These commuter rail services operate Monday through Friday from 6:20 a.m. to 9:30 a.m. and then from 1:40 p.m. to 7:00 p.m. in the evening in Norwalk and 7:00 a.m. to 9:27 a.m. and 3:49 p.m. to 6:00 pm in the Town of Greenwich.

In the Spring of 2021, the District converted Westport Commuter Shuttles serving the Greens Farm and Saugatuck train station to an on-demand micro transit service – “Wheels 2U Westport” which operates from 5:45 am to 10:00 a.m. and then from 4:00 p.m. to 9:30 p.m. in the evening. Prior to its conversion 40,000 annual commuter trips were provided.

Along with fixed-route bus service and commuter rail shuttles, the District provides ADA-complementary and “beyond-ADA” paratransit service in the City of Norwalk, Stamford, Westport, and Wilton utilizing fleet of 47 wheelchair accessible vehicles. Prior to the Covid-19 emergency, the District provided approximately 120,000 trips annually.

Most District services are directly operated, except for some supplemental paratransit service contracted out to local non-profit agencies. The population of all communities served throughout Fairfield County is in excess of 900,000. The primary service area of Norwalk and Westport has a population of 117,000.

Across the board, services have begun to rebound since the height of the pandemic and service benchmarking looks favorable for FY 2023.

For fiscal year 2022, the City of Norwalk contributed \$629,414 to the District to help support all District operations. The Transit District is not a component unit of government of the City under the criteria established by the Governmental Accounting Standards Board (“GASB”).

## **SECTION 2: SCOPE OF WORK**

### **Goals for the Study**

The District is seeking to contract with a professional planning firm to produce a Comprehensive Operational Analysis (COA) of the fixed-route bus system and the other mobility services offered by the District that will analyze the existing system to identify strengths, weaknesses and opportunities for improvement and potential expansion.

The firm shall have expertise in developing and implementing COAs with a truly innovative approach and successful outcomes. The consultant team must manage the COA effectively and provide innovative transit solutions so the overall system will best meet the changing mobility needs of current and potential customers and the changing mobility needs in the service area.

Ridership on the system decreased significantly during the COVID pandemic but ridership levels are returning to pre-pandemic levels though the travel patterns may be changing both geographically and temporally due to labor market changes and as return to work strategies by employers vary and non-work travel expands again.

The COA must consider all mobility options in the process of evaluating the District's fixed-route bus system including evaluating the current hub and spoke design with pulses at the Hub in downtown Norwalk. The COA must recommend route changes designed to improve service efficiency, improve on-time performance, increase ridership, enhance the effectiveness of the system for existing ridership, and offer recommendations on the possible reallocation of the District's fixed-route resources. The COA will build these recommendations based on extensive data analysis, public outreach, and efforts to inform the District of best practices and best use of various types of public transportation modes.

The COA effort must include a review of existing local and regional transit planning documents prepared by the District and its regional Council of Governments - the Southwest Regional Planning Agency and its successor agency, the Western Connecticut Council of Governments (WESTCOG) - and any other local or regional business or transportation initiatives for guidance in preparing and executing the study and as a basis for the final recommendations for the COA outcomes.

The COA shall consider an entire spectrum of service modifications ranging from entirely 'resetting' the system to minor modifications, based on data analysis, public input, and existing documentation. The COA must also consider the analysis and potential implementation of any and all recommended mobility options and how they can each be best utilized to meet the region's mobility needs.

The District's Title VI plan and an environmental justice analysis must be considered in all evaluations of service recommendations. The Stamford/Norwalk metropolitan region has many areas of concentrated social need for transit service—in all forms—which must be addressed in the COA.

Of importance to the COA are the relationships between effective transit and land use, population and employment patterns, and social equity and areas of high transit need. Furthermore, integration of current and proposed new mobility options should examine the potential for buy-in from major employers, the coordination with the state's Transit Demand Management (TDM) program (CT *rides*) and consideration of any potential Public-Private Partnership (PPP) solutions.

The study may also consider an evaluation of the current state policy of a fare free bus network, its effect on ridership, its potential long-term financial impact, and potential policy changes if/when fares are restored to retain the maximum number of passengers. Note: the fare-free policy is scheduled to expire on December 1, 2022. So this potential task will be negotiated at the appropriate time.

In the end, the COA must consider all options to grow the ridership base and complement smart growth goals of the service area in addition to the standard efficiency outputs of a COA.

**The primary activities and products sought by the District are as follows:**

- Stakeholder outreach, education and engagement plans;
- Service priorities based on public input, existing plans, and local, state and regional initiatives;
- A cost-neutral service plan that addresses the immediate mobility needs for the region;
- Alternate service plans that address the District's priorities for service expansion immediately as well as over the next three years under various agreed-upon scenarios of additional funding;
- Alternate service plans that address the District's priorities for service expansion over the next five to 10 years under various agreed upon scenarios of additional funding;
- Implementation plans for each of the proposed service options;
- Operating and capital cost requirements (including facility needs) to adequately fund each of the proposed service plans;
- Non-traditional service options for the region including the evaluation of expanded on-demand paratransit services;
- Analysis of infrastructure capacity and functionality to support recommendations for service changes or expansion;
- Truly visionary and innovative approaches to the best use of transit resources to best meet the mobility needs in the region; and
- A determination of how service options interconnect seamlessly with new mobility options such as car share, bikeshare, on-demand, and transportation network companies;

In summary the consultant shall focus on providing practical and sustainable recommendations to improve the overall productivity and reliability of the District system, adding value to the customer, and further enhancing the District's image as mobility manager throughout the Stamford/Norwalk metropolitan area.

The District desires the COA to be completed in 12 months from the start of the study.

**Detailed Scope by Task**

**1.0 Project Management**

**Methodology:** The Consultant's project manager will meet with the District staff at the start of the project to discuss the work plan, schedule and relevant issues/concerns. The final work scope will provide the blueprint for which ensuing tasks will be conducted. The consultant will manage and coordinate the work elements, prepare monthly progress reports, and provide a single point of communication and responsibility with the District's Project Manager.

**Product/Deliverable:** A final work scope and schedule will be prepared following the kick-off meeting. Monthly progress reports will accompany any billings and will summarize the project status, work completed to-date, outstanding issues, and work planned for the upcoming month.

## **2.0 District and Municipal Staff Engagement**

**Methodology:** The Consultant will interview District management, City of Norwalk leadership and municipal leaders in Norwalk and the other towns receiving services provided by the District to canvass their opinions regarding the operational strengths, weaknesses and opportunities for the fixed-route, shuttle, ADA paratransit and non-ADA paratransit systems in their respective municipalities. Interviews will also be conducted with District staff in the bus operations, maintenance, planning, scheduling, marketing, and customer service departments.

**Product/Deliverable:** A report will be generated that summarizes the input received.

## **3.0 Community and Stakeholder Outreach and Education**

**Methodology:** The consultant will meet with key stakeholders when executing the project plan and crafting the COA plan alternatives.

**Product/Deliverable:** A report will be generated that summarizes the input received.

## **4.0 Data Collection**

**Methodology:** The Consultant shall present the data collection plan to the District for approval before embarking on this task. The Consultant will assemble and review information presently available and collect new data for a comprehensive analysis of current route performance, system operations and procedures. Data collection must include current travel patterns, stop-level boarding and alighting data, transfer analysis, operating cost data, on-time performance metrics, and stop spacing analysis and other data as required. The consultant shall specify additional recommended tasks such as rider surveys and/or non-rider surveys in order to maximize inputs to the service planning and design process. The consultant shall collect data on regional job and housing locations, employment centers, population, demographics, and regional travel patterns.

Key documents to be collected by the consultant team are daily and monthly route summary reports, and productivity and ridership reports to determine ridership characteristics of each route. The District's plans for future operations and facilities should be consistent with various transportation and land use development plans and policies developed by local and regional governments.

**Product/Deliverable:** A report will be generated that summarizes the input received.

## **5.0 Evaluation of Services**

**Methodology:** Route profiles will be prepared that evaluate the overall productivity, efficiency and effectiveness of each route. Segments and time-of-day productivity will be evaluated when developing individual route profiles.

After completion of the individual route profiles, the project team will review the following key operational, service alignment and schedule issues for each of the District's fixed-route services. This is not a comprehensive list and other data points recommended by the consultant are welcome.

- Social/economic equity;
- Headways (service frequencies);
- Passenger loads by route segments relative to capacity;
- Route complexity, including deviations and turn backs;
- Layover and terminal locations and recovery times including:
  - Operational and safety effectiveness of the downtown transfer center;
  - Need for additional mini-hubs to improve connectivity and overall system performance.
- Equipment utilization and assignment by type and time period;
- Directness and/or redundancy of route alignments;
- Analysis of transfer use within the District system and with external connecting services;
- Scheduling of arrival/departure times at key generators;
- Time point locations (optimal spacing and schedule adherence management);
- Bus stop spacing;
- Operating hours and days of service with special attention paid to where opportunities exist to extend the service day and enhance weekend service;
- Schedule adherence/running times;
- Deadhead operations;
- Traffic and bus turning movement considerations;
- Passenger amenities (facility, shelter and bus stop needs); and
- Assessment of the overall bus fleet size and appropriateness of vehicle capacity.

**Product/Deliverable:** A report will be generated that summarizes the input received.

## **6.0 Latent Demand Analysis**

**Methodology:** The Consultant must assess the potential of expanded District service in geographic areas where service does not currently exist or is limited (so-called transit "deserts"). This could be identified by latent demand by time of day, origin-destination zones and user group, by public input and other appropriate techniques. In addition, the Consultant team must consider alternate modes of transit other than fixed-route to address the region's mobility needs including non-traditional services such as car share, on-demand services and non-motorized options;

Current census data will be analyzed to identify markets of potential riders that presently have inadequate transit service. The analysis will focus on identifying markets of disadvantaged populations (i.e., those persons who because of age, mobility limitations, or low income would rely on public transportation), and commuter travel markets. This analysis will be corroborated

by public service requests, and interviews with District management and the City of Norwalk and the other municipalities in the region. This analysis will identify demographic characteristics of areas with high transit ridership, future land-use planning, and will identify areas that are presently underserved by transit. Key trip generators with regional travel patterns will also be identified.

**Product/Deliverable:** A report will be generated that summarizes the results of this assessment.

## **7.0 Service Plan Option #1 - Cost-Neutral Service Plan – Year 0**

**Methodology:** The cost-neutral service plan will focus on the reallocation of the District's current resources to best meet the changing needs of the District's service area and build upon the investments currently programmed for the District and the region.

**Product/Deliverable:** The consultant will deliver a cost-neutral service plan that will address the immediate mobility needs of the region.

## **8.0 Service Plan Option 2 – Year 0 – 10% to 20% Immediate Growth Option**

**Methodology:** The immediate growth option will be based on a modest increases in funding available to the District and the most immediate needs to expand service to the community. This option should build on the cost-neutral plan but can also include recommendations for enhanced frequency, expanded span of service, expanded days of service on some routes, etc.

**Product/Deliverable:** The consultant will deliver an immediate growth service plan that will address the immediate mobility needs of the region.

## **9.0 Service Plan Option #3: Near-Term Recommendations (1-3 years)**

**Methodology:** The near-term plan will address new service options, additional service, and expansion opportunities within the service area with the understanding that additional funding sources may be required. The near-term plan may build on the recommendations from the cost-neutral plan, or it may depart in a different direction in order to enhance service quality and effectiveness.

**Product/Deliverable:** The consultant team will deliver a near-term service plan that incorporates the facility needs, operating costs, capital costs, and vehicles needs over this time period.

## **10.0 Service Plan Option #4: Medium-Term Recommendations (5 to 10 years)**

**Methodology:** The medium-term plan will address new service options, additional service, and expansion opportunities within the service area with the understanding that additional funding sources may be required. This plan may build upon the recommendations from the near-term plan.

**Product/Deliverable:** The consultant team will deliver short-term and medium-term service plans that incorporate facility needs, operating costs, capital costs, and staffing and vehicle needs over this time period.

## 11.0 Presentation of Findings

**Methodology:** The consultant will present findings of the COA in report, electronic and graphics media and will prepare a Draft COA Report that documents all of the aforementioned work elements, results, and recommendations. After a suitable period of review by District and municipal staff, the consultant will prepare the final COA Report, incorporating review comments. The consultant will assist staff in the design and layout of graphic presentation materials as required. Lastly, the consultant team will present the recommendations of the COA to the District and the involved municipalities, potentially at a regularly scheduled Board of Directors meeting or other appropriate venue.

**Product/Deliverable:** The consultant will prepare a final COA Report that documents all of the aforementioned work elements, results, and recommendations.

## 12.0 Implementation Plans

**Methodology:** The consultant will present findings of the COA service plans and provide an implementation plan for each of the alternate service plans. These plans must include all the elements of implementing the various service plan options including operating and capital costs and facilities needs for the various plans.

**Product/Deliverable:** The consultant team will deliver an implementation plan for each of the service plan options.

## 13.0 Optional Work Scopes

Two additional potential work tasks related to overall system performance but not necessarily directly related to the COA should also be considered by proposers as additional work items:

### 13.1 Fare Structure Analysis

As noted earlier, the state has currently mandated a fare-free state bus system which is scheduled to expire on December 1, 2022 and its continuation is not known at this time. The simplicity of this policy has deferred much work statewide on examining the potential for a statewide fare structure and universal fare media.

The goals of this task are for the consultant to:

- Analyze the District's current fare structure as well as those of connecting systems to examine the feasibility of a single regional fare for all Fairfield County bus systems;

- Coordinate with whatever fare structure or fare simplification studies the state is conducting that could benefit the District and its customers; and
- Consistent with, and in coordination with, the above activities, suggest any innovative strategies for fare payment/fare collection such as app/phone payments, etc.

### **13.2 Fleet Replacement Strategies**

The District bus fleet is in good condition at this time. However, given the new electric-bus mandates from the state and a significant segment of the fleet aging out in the next couple of years, the District would like the consultant to engage in a fleet replacement study. This will include two tasks:

- Assess the condition of the District's current fleet and validate the current fleet replacement plan;
- In the context of the state's battery-electric bus mandate, lay out an updated plan for replacement of the various models of bus with the appropriate electric buses if available.
- Coordinate with and review the state's "facility electrification" planning efforts and assess the District's readiness to accept electric buses of the various types for operation, fueling, maintenance and storage, including state of the art standard operating procedures for the use of electric vehicles.
- This task can also include:
  - On-route charging at the HUB or other locations
  - Facility needs in order to transition to electric.
    - Current facility
    - New and larger facility
    - Multiple facilities to split fleet between diesel and non-diesel for the near-term
  - Training needs in order to transition.

## **SECTION 3: CONTENTS OF PROPOSAL**

The following information, at a minimum, shall be included as part of the proposal.

### Firm And Staff Qualifications

The proposal shall include a general description of the firm and its background. Specific information about the firm and staff shall also be provided to include:

- A. Information regarding the firm's previous experience with similar or related Projects.
- B. Information demonstrating the firm and staff capabilities to perform all aspects of this particular Project, including staff of any subcontractors.
- C. Information regarding the expertise and experience of staff to be assigned to work on the Project, as well as the staff of any subcontractors. The proposal should also contain specific proposed responsibilities of the Project staff, and coordination of activities with District staff.
- D. References for similar or related Projects.

### Detailed Methodology

An outline of the work required has been provided to the proposers by the District. A more detailed outline should be provided in the proposals with special emphasis on those methods and products that are either an improvement on those already suggested by the District, or more comprehensive.

### Project Schedule

It is the desire of the District to complete the COA as soon as possible with the understanding that we do not wish a product that is rushed. Obviously, to the extent that there are problem areas with regard to service delivery (from the customers' perspective) and service provision (from the agency's perspective), we would like to correct those problems as rapidly as possible for the benefit of our customers and the efficiency of the agency in providing service. Accordingly, we would like a reasonable timeline developed which would include milestones as required in the scope, but also take into consideration the implementation process from staff's perspective, such as run-cutting, board picks, production of new schedules and maps, etc.

### Proposal Price

Proposals shall include a fixed fee price for all the work included in the scope. Proposers should use the attached price proposal sheet to submit their costs on. The most recent audited statement detailing how overhead charges are determined should also be included with the proposal.

## **SECTION 4: EVALUATION OF PROPOSALS**

Proposals will be evaluated according to the following criteria. Criteria are listed in their relative order of importance.

### Firm And Staff Qualifications – 35%

The qualifications of each responding firm will be evaluated in these specific areas:

- A. Capability and experience of the firm and any subcontractors in comparable previous projects. Ability of the firm to perform similar work within budget and time constraints; and the quality of similar finished projects.
- B. Expertise and experience of staff persons and staff of any subcontractors to be assigned to the project, and their availability for this project.
- C. Capabilities of the firm and staff (and subcontractors) to perform all aspects of the project.
- D. Relevant experience from other projects.

### Detailed Methodology – 35%

An outline of the work required has been provided to the proposers by the District. Consultants will be evaluated on the thoroughness, quality and overall comprehensiveness of the work plan proposed, and its responsiveness to the scope of work paid out by the District..

### Proposal Price – 20%

Cost proposals will be compared and scores will be assigned based upon the price offered relative to the prices offered of competing firms.

### Project Schedule – 10%

Proposals will be evaluated based upon an assessment of the reasonableness of the schedule provided, an assessment of if the tasks proposed can be reasonably accomplished with that time period.

### Certifications – Pass/Fail

Failure to submit the required certificates/forms will lead to a firm being judged to be non-responsive.

### Evaluation Process

Step 1: The evaluation procedure will be a two-step process. All initial proposals received will be scored by an evaluation committee numbering no less than three and no more than five members. Those proposals which are judged to be the strongest will be short-listed. Short listing

will not be arbitrary. Those firms that have a reasonable expectation of winning the competition will be advanced to the second step of the process. Those proposers who lack sufficient points will be rejected at the end of Step 1.

Step 2: Short-listed firms may be allowed to make oral presentations to the evaluation committee. Each presentation will be scored by the committee. The firm which receives the highest combined score from both the proposal and the presentation will be judged to be the most technically qualified.

Step 3: The District will enter into negotiations with the firm it feels offers the best combination of experience, plan and cost. Final work scopes will be negotiated and a best and final cost proposal will be solicited of the chosen firm. If a final agreement cannot be reached with the selected firm, the District may invite the next rated firm in for scope and cost negotiations.

This contract will be a fixed price contract.

## **SECTION 5: INSTRUCTIONS TO PROPOSERS**

**1. EXAMINATION OF RFP – Before submitting a proposal, Proposers shall carefully examine this RFP and Scope of Services and shall fully inform themselves as to all existing terms, conditions, limitations and requirements.**

2. PREPARATION OF PROPOSAL – The Proposal shall be legibly prepared. The Proposal shall be legally signed and the complete address of the bidder provided. All Proposals shall be contained in a package identified by the project name. Proposals submitted by e-mail or fax machine will not be accepted.

3. EXPLANATION TO PROPOSERS – Any binding explanation desired by a Proposer regarding the meaning or interpretation of the Request for Proposals (RFP) and attachments must be requested in writing, by the Deadline for Questions so a reply may reach all prospective bidders before the submission of proposals. Any information given to a prospective Proposer concerning the RFP will be furnished to all prospective Proposers as an amendment or addendum to the RFP if such information would be prejudicial to uninformed Proposers. Receipt of amendments or addenda by a Proposer must be acknowledged in the proposal by attachment, or by letter, e-mail or fax received before the Due Date for Proposals. Oral explanations or instructions given prior to the opening will not be binding.

4. CASH DISCOUNTS – Discount offered for payment of less than thirty (30) days will not be considered in evaluating proposals. Notwithstanding, offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

5. WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the Proposal, but only if the withdrawal is made prior to the Due Date for Proposals.

6. ALTERNATE PROPOSALS – Proposers are cautioned that any alternate proposal, unless specifically requested, or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP, may be considered non-responsive, and at the option of the District, result in rejection of the alternate bid.

7. LATE BIDS – Any proposal received at the office designated herein after the date specified for receipt will not be considered. The District reserves the right to consider proposals that have been determined by the District to be received late due to mishandling by the District after receipt of the proposal and no award has been made.

8. UNIT PRICES – If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

9. DATE, TIME, ADDRESS & NUMBER OF COPIES – Proposers shall submit one (1) original and four (4) printed copies and one electronic copy (thumb drive) of the Proposal is required. All must be delivered to:

**Chief Logistics Officer  
Norwalk Transit District  
275 Wilson Avenue  
Norwalk, Connecticut 06516  
[lhammill@norwalktransit.com](mailto:lhammill@norwalktransit.com) (203) 852-0000 ext. 162**

**Proposals must be received not later than:**

**2:00 p.m. Eastern Standard Time, December 29, 2022.**

Technical and cost proposals shall be enclosed in a sealed envelope and clearly marked: "**Consulting Services for Comprehensive Operational Analysis (COA)**" on the front.

Proposals will not be publicly opened. All proposals and evaluations will be kept confidential throughout the evaluation, negotiation and selection processes. Only the members of the evaluation 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. Proposers should also note that the District is subject to the Freedom of Information Act (FOIA).

The District has established procedures to protect the integrity of the proposal process. Failure to properly mark your proposals may result in your proposal being disqualified for non-compliance. It is the Proposer's responsibility to ensure that proposals are delivered prior to the closing date and time. The District assumes no responsibility for any disclosure of proposal terms for a proposal that is submitted which does not meet these sealed proposal requirements.

Any and all correspondence or other communications in conjunction with this RFP shall be in writing and shall be addressed to the above. It is the responsibility of the Proposer to assure that the District has received correspondence. Any questions or comments directed to other District employees, officials or agents may result in the Proposer's proposal being disqualified.

10. VALIDITY OF PROPOSALS – Proposers agree that their proposals remain valid for a period of ninety (90) days after the above-cited closing date for submission of proposals and may be extended beyond that time by mutual agreement.

This RFP is not to be construed as a commitment of any kind; nor does it commit the District to pay for costs incurred in the submission of a proposal or for any costs incurred prior to the execution of a formal Contract.

The responsibility for submitting a proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by United States Mail or private courier delivery or any other occurrence.

## 11. GENERAL PROVISIONS & CONDITIONS

11.1 Proposal Requirements – This document is intended to indicate the minimum requirements for the preparation and submission of proposals. Elaboration for the purposes of clarity and emphasis on expertise is welcome. The Proposer must submit in its response a complete, carefully described Program, which represents the optimum service set forth in this RFP. In determining the optimum service, Proposers shall consider their technical approach to this Program and revenues that will be received by the District. This RFP, the Proposal and all other accompanying documents or materials submitted by the Proposer will constitute part of any subsequent Contract.

11.2 Investigation of Conditions – Proposers are directed to investigate all conditions involved in meeting the requirements of this RFP, to carefully read the RFP and all appendices/addenda, and to inform themselves fully of the conditions under which the work is to be performed. No Contractor will be allowed additional compensation for items on which it has failed to inform itself and/or miscalculations.

11.3 Addendum/Modification – The District reserves the right to alter and/or change this RFP and/or specifications prior to the proposal due date. Addenda, if any, shall be issued as required. If such addenda will have an impact on price and or delivery, it shall be issued no

later than ten (10) calendar days prior to the proposal due date. In the event that an unexpected change is required later than this, the District reserves the right to postpone the proposal due date.

Changes may only be made to this RFP by addendum/amendment issued by the District. Receipt of an addendum/amendment to the RFP by a Proposer must be acknowledged by signing and returning the addendum with the proposal. The District is not bound by any oral interpretations, clarifications, or changes made to this RFP by any District staff member. Any clarification or change to the RFP must be provided in writing pursuant to this section.

11.4 Proposal Withdrawal – Every Proposer who submits its 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 the District, provided any Proposer makes its request in writing at least one (1) hour before the time that Proposals are due. No Proposer may withdraw its Proposal within sixty (60) calendar days after the Proposal due date.

#### 11.5 District Rights

- The District reserves the right to postpone the completion of evaluation of proposals, or to cancel this RFP altogether at any time and for any reason for its own convenience.
- The District reserves the right to accept any proposal or reject any and all proposals without penalty at its sole discretion and to reissue this RFP.
- The District reserves the right, but is not obligated, to waive any minor irregularities.
- The District reserves the right to award Contracts to more than one Proposer.
- The District reserves the right to withdraw this RFP at any time without prior notice or to postpone the proposal due date or award date for its own convenience.
- The District makes no representations that a Contract will be awarded to any Proposer responding to this RFP.
- The District reserves the right to check references, interview staff and/or visit qualified Proposer's facilities.
- The District reserves the right to negotiate any part of any proposal including the cost or revenue element and/or to request a Best and Final Proposal.
- The District reserves the right to procure any item by other means.
- The District reserves the right to ask questions or request additional details, including regarding the cost/revenue proposals, in order to clarify elements of any proposal from any Proposer.
- The District reserves the right to reject or disqualify any employee of the Contractor from performing service for the District under the Contract with or without cause.

- No Proposal will be accepted from, nor will any Contract be awarded, to any person or firm that is in arrears to the District upon any debt or contract or that has failed to perform faithfully any previous contract with the District.
- Exceptions to this RFP and conditions placed on any proposal may subject the proposal to rejection for being non-responsive.

11.6 Law and Venue – The laws of the State of Connecticut shall govern the Contract. Both parties agree that venue for any litigation arising from the Contract shall lie in Fairfield County, Connecticut.

11.7 Contract Incorporation and Required Annual Certifications – Contractor shall be aware that the contents of the successful Proposal as well as the entire content of this RFP and all appendices, shall be a part of the subsequent contractual documents and that the District has included in this RFP a sample Standard Form Contract which will be used for this project. Additionally, the Contractor shall be aware of the contents of the certifications contained in this RFP that will be required on an annual basis. Failure of Contractor to accept these obligations will result in the rejection of its Proposal or cancellation of any award. Any damages accruing to the District as a result of the Contractor's failure to contract will be recovered from the Contractor.

11.8 Ineligible Proposers – By submitting a Proposal, all Proposers certify that they are not on State, Federal or Local Agency Lists of Ineligible Contractors.

11.9 Investigation of Experience – The District reserves the right to investigate the qualifications and financial condition of all firms under consideration, to confirm any part of the information furnished by the firm, and to require further evidence of managerial, financial or professional capabilities that are considered necessary for the successful performance of the Program.

11.10 Contract/Performance Guarantee and Proposal Acceptance – Each Proposal shall be submitted with the understanding that the acceptance in writing by the District of the offer to furnish the services described herein shall constitute a contract between the Proposer and the District which shall bind the Proposer on its part to furnish at the prices given and 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. The successful Proposer will be required to execute a written Contract within thirty (30) calendar days of Notice of Award.

11.11 Indemnity and Insurance

- Norwalk Transit District – The Proposer agrees to, and will, indemnify and hold the District and its board members, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "Indemnitees") harmless from and against 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 implementation of the Project as contemplated by this RFP and the subsequent Contract. The Proposer further agrees to, and will, defend Indemnitees, 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 performance of the Project as contemplated by this RFP and any subsequent Contract. The Proposer's obligations and duties as established in this Section will be in force and apply to Proposer'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 that the acts, omissions or failures to act of parties other than the Proposer (including Indemnitees) 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.

- Municipalities - In addition, the Proposer agrees to hold harmless and indemnify any municipality in performance of all duties under this RFP and any subsequent contracts, and its, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "Indemnitees") harmless from and against 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 implementation of the Project as contemplated by this RFP and the subsequent Contract. The Proposer further agrees to, and will, defend Indemnitees, 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 performance of the Project as contemplated by this RFP and any subsequent Contract. The Proposer's obligations and duties as established in this Section will be in force and apply to Proposer'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 that the acts, omissions or failures to act of parties other than the Proposer (including Indemnitees) 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.

#### 11.11a Insurance Requirements Safety and Risk Management

The Contractor shall assume full liability for any act of his employee(s) in for the term of any agreement with the District.

Safety and risk management functions are considered by the District to be essential to this project's success. The Contractor shall be responsible for oversight of risk management functions, including all aspects of training. The Proposer's experience in successful risk management functions will be an important consideration in evaluating proposals. The successful Proposer will be responsible for the following items and the Proposer's proposal will address each paragraph in this section.

The successful Proposers must maintain the following insurance in force during the term of services provided by the Contractor under this procurement. Said policies shall provide that the District, the State of Connecticut, and each participating municipality be named as additional insured for the successful Contractor's full limits of coverage with advance notice of cancellation as required below. Copies of all insurance certificates, with the District et al. named as additional insured will be supplied to the District prior to service initiation. This insurance will protect the Contractor and the District from claims that may arise from the successful Contractor's acts or omissions.

- Workers Compensation and employers liability in accordance with the laws of the State of Connecticut.
- Comprehensive General Liability Insurance to include:
  - Premises/operations,
  - Contractual liability,
  - Personal injury,
  - Products/completed operations,
  - Property damage.

With the following minimum limits of liability:

- \$1,000,000 -- Per occurrence for bodily injury,
- \$1,000,000 -- Per occurrence for property damage,

Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles. The minimum liability limits will be:

- \$1,000,000 -- per occurrence for bodily injury, and Property Damage,

The District reserves the right to increase the amount or types of coverage after written notice to the Contractor at any time. In any event, such insurance coverage shall comply with all statutory and regulatory requirements. Any variances from the minimum types and amounts of insurance coverage shall be considered by the District upon written request from the Contractor explaining the reasons therefore and may be allowed at the sole discretion of the District and only after written notice to the Contractor.

All such insurance coverage shall name the District, its member municipalities and the State of Connecticut as an additional insured. Such insurance shall protect the District, the relevant municipality and the State of Connecticut against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of the Project equipment for the purposes of this Program and for any other purpose.

The Program shall not commence until the Contractor has submitted a certificate of insurance to the District naming the District, the relevant municipalities and the State of Connecticut as an additional insured and indicating that the other insurance requirements of this Section are satisfied. Prior to the termination or lapse of any such insurance coverage, the Contractor shall submit a similar additional certificate of insurance to the District. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

11.11.b Failure to Procure or Maintain Insurance – Contractor's failure to procure or maintain required insurance will constitute a material breach of the Contract.

11.11.c Subrogation – Contractor, as insured, waives any right of subrogation against the District that might arise by reason of any payment under any policy required by the Contract.

11.11.d Insurance Review – All insurance is subject to review by an insurance consultant chosen by the District in the event the District deems it necessary. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name “Norwalk Transit District” (NTD), its officials and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by the District will be excess thereto. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable except upon thirty (30) days prior written notice to the District except for nonpayment of premiums which may be cancelable upon ten (10) days prior written notice.

Contractor will furnish to the District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under the Contract and such other evidence of insurance or copies of policies as may be reasonably required by the District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. Contractor will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Should Contractor, for any reason, fail to obtain and maintain the insurance required by the Contract, the District may obtain such coverage at Contractor's expense and charge the cost of such insurance along with liquidated damages to Contractor under the Contract or terminate the Contract.

The Contractor shall assume full liability for any act of its employee(s) in the exercise of any such District.

The Contractor shall provide statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

The Contractor further agrees to protect, defend, indemnify, and hold harmless the District and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Contractor. The Contractor assumes full responsibility and liability for compliance with any and all local, state, federal laws and regulations applicable to the Contractor and its employees.

11.12 Performance Standards and Penalties – This RFP may provide for performance standards and for the assessment of penalties where certain performance standards are not met. The Proposer agrees that failure to meet the performance standards will diminish the quality, utility and value of the service for which the District has contracted, and that both the District and its riders will suffer actual damage as a result thereof. The Proposer further agrees that the amount of the penalties specified in this RFP are conscionable and reasonably related to the damage actually suffered and will be paid by the Proposer.

11.13 Interpretation of Language – Should any question arise as to the interpretation of any language or clause of this RFP or of any other contract document, the question shall be submitted to the District's Chief Executive Officer (CEO) or his designee, who shall interpret the language. The District's CEO's decision shall be final.

11.14 Contract Changes – The District may, at any time, by a written order, and without notice to the Contractor make changes within the general scope of the 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 the Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price and the Contract shall be modified in writing accordingly. Any claim to the District for adjustment under this clause must be asserted within 10 calendar days from the date of receipt by the Contractor of the notification of change.

11.15 Severability – If any provision of this RFP, its Appendices or any subsequent Contract(s) is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the RFP, its Appendices or any subsequent Contract(s) shall not be affected thereby and shall remain in full force.

11.16 Subject to Financial Assistance – Items described in these specifications are to be purchased with the assistance of grants from the State of Connecticut Department of Transportation (CTDOT) and the Federal Transit Administration (FTA) and various municipalities are subject to a financial assistance contract between the District and the U.S. Department of Transportation and/or the Connecticut Department of Transportation and/or any of the District's funding sources. The successful Proposer will be required to comply with all terms and conditions prescribed for third party contracts. The Contract may be subject to annual reauthorization of funding. In addition, any Contractor selected through this RFP process shall be subject to all terms and conditions of contracts between the District and any of its funding sources.

In the event that the District is required to obtain FTA or CTDOT approval prior to entering into the Contract with the Proposer, the Contract shall be deemed subject to the condition of FTA or CTDOT approval, and the failure to obtain such approval, where required, shall terminate all the Proposer's rights hereunder and bar it from the right to any mortgage, lien or other security interest in any way arising out of or relating to the Project.

11.17 Audit and Inspection of Records – The Proposer agrees that the District or its designee, the Comptroller General of the United States, The State of Connecticut, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records and accounts with regard to the Project in any way. Further, the Proposer agrees to maintain all required records for at least three years following the end of the term of the Contract awarded under this RFP. The Proposer shall permit and allow any and all authorized District employees or representatives to enter upon any part of the Proposer's property or facilities, for the purpose of conducting studies and surveys, inspecting facilities and equipment, inspecting and /or auditing books and records, and for other matters relevant to the Program. No notice shall be required for inspections to be conducted by the District. The District shall have the sole right to determine when, where and under what conditions inspections are to be carried out.

11.18 Enforcement – The District's failure or decision not to enforce any part of this RFP or subsequent Contract does not preclude the District from such enforcement at a later date.

11.19 Ownership of Records and Data – The District retains unconditional ownership of all documents, data, information, reports or other materials produced under the Contract.

11.20 Independent Contractor – Nothing in this RFP, its Appendices or any subsequent Contract(s) shall constitute or be construed to create a partnership or joint venture between the District and the Proposer or its successors or assigns. In entering into a Contract the Contractor is at all times acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.

11.21 Amendment to Conform to Laws and Regulations – The District and its service is subject to the requirements of the Americans with Disabilities Act of 1990 and implementing regulations issued thereunder ("ADA"). The ADA and the regulations or other applicable statutes and regulations may be amended. For these reasons, the District reserves the right to modify its Contract with the Contractor to conform, if necessary, to amendments to the ADA or other statutes and/or regulations thereunder.

At all times the Contractor will ensure that all elements of the Program are in accordance with all applicable Local, State and Federal laws and regulations applicable in whatever way to Program, and pursuant to the terms of the Contract. The District will not be responsible or liable for Contractor's violations of said laws. Contractor will, at its sole cost, defend, indemnify and hold the District harmless from and against all claims, demands, actions, or liability arising out of or resulting from Contractor's failure to adhere to the terms of this Section.

11.22 Affirmative Action Plan – Proposers shall include a copy of their Affirmative Action Plan and a brief description of how that plan is being implemented.

11.23 Corporate Status – If required for the items described in this RFP, all Proposers must be currently licensed to do business in the State of Connecticut and maintain such license throughout the duration of the Contract.

11.24 Conditional Proposals – Conditional proposals or those that take exception to the specifications in this RFP may be considered non-responsive at the District 's sole discretion and may be rejected.

11.25 Competitive Procurement – In the procurement of goods and services for use in this Project the Contractor shall follow the procurement procedures of the District.

11.26 Contract Commencement – The Contract is expected to commence on or about March 1, 2022 and will continue through completion at a schedule mutually set by the Contractor and the District.

11.27 Covenant Against Gratuities – The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of the District before, during or for two years after the term of any agreement or Contract entered into

under this RFP.

11.28 Safety – Contractor will comply with all State and Federal safety regulations pertaining to the Program as contemplated by this RFP. The Contractor will notify the District’s Contract Manager of all inspections performed by any other government agency, and transmit results of said inspections to the District.

11.29 Records and Reports – The Contractor will prepare, maintain and submit on time, records, reports and notices with respect to any aspect of the Contract as required by the District and detailed in later sections of this RFP. Unless otherwise indicated, all reports will be approved by the District, and will be submitted to the District. Contractor's failure to submit these reports may subject Contractor to penalties. The Contractor will be required to maintain complete and accurate books of accounts that accurately and thoroughly reflect all advertising contracts, expenses and revenues. Such records shall be submitted as prescribed in this RFP or as modified, from time to time, by the District. The Proposer will fully demonstrate the methodology and present samples of how this will be achieved in its response to this RFP. The District reserves the right to inspect and audit such books from which said information is derived. The District shall determine submission report format provided by the Contractor.

11.30 Financial Records – The Contractor will maintain a set of financial records, in accordance with generally accepted accounting principles, for the Contract and for a period of not less than three (3) years following the end of the term of the Contract. These records will detail all costs incurred in the provision of the Program. Contractor will employ at its own cost an independent certified public accountant who will issue audited financial statements reflecting Contractor's operations under the Contract within ninety (90) calendar days of the end of the District’s fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). The Contractor will submit copies of these audited financial statements to the District promptly upon their issuance. Contractor will establish and maintain all expenditures incurred by it with respect to the performance of the Contract, and keep and maintain any other relevant financial records or documents.

11.31 FTA and State Required Reports – Contractor will cooperate with the District, State and FTA in any way in order to satisfy FTA and State reporting requirements. All of the reports will be retained by the Contractor for three (3) years and may be audited by the District, State and FTA at any time within this period.

11.32 Subcontracting – The Contractor shall not subcontract any obligation it has under the Contract without the prior written consent of the District in each instance. If subcontractors are to be used, such relationships should be discussed in detail in the proposal.

11.33 Confidentiality of Records – The Contractor shall agree that the information and records relating to the provision of services are confidential and shall not be disclosed to any person without the prior written authorization of the District.

11.34 Management Supervision – The District shall have the right to monitor the performance

of the Contractor. In addition, the District shall have the right to:

- Review and approve the personnel assigned used and/or employed by Contractor in performance of the Contract.
- Review and approve any aspect of the Program.
- Make assessments against Contractor in accordance with the Service Performance Standards and Penalties of this RFP.

11.35 Excuses from Performance – The District and Contractor will be excused from performing their respective obligations under the Contract in the event they are prevented from so performing by reason of 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 which is beyond the control of and not the fault of the party claiming excuse of performance hereunder; provided, however, that the party claiming excuse from performance hereunder shall, within twenty-four (24) hours after such party has given notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse from performance under this section. In the event that either party validly exercises its rights under the above paragraph, the parties hereby waive any claims against each other for any damages sustained thereby. Strikes and labor disputes involving the Contractor's employees shall not be considered as a reason justifying an Excuse from Performance.

In the event that the Contractor is excused from its obligations hereunder for any of the aforementioned reasons, the District may perform all such obligations itself with its own or other personnel without liability to Contractor. Further, in the event the Contractor is excused from performing its obligations hereunder for any of the aforesaid reasons for a period of thirty (30) calendar days or longer, the District will have the option to immediately terminate the Contract by giving Contractor written notice thereof.

11.36 Termination – Any contract awarded as a result of this RFP will be subject to the termination clauses included in the attached sections entitled Federal Transit Administration (FTA) Required Clauses and Certifications.

11.37 Media Coverage – The Contractor shall not discuss any matter related to the provision of the services to any media including but not limited to: newspapers, radio stations, television stations, trade journals or at any public forum live or recorded without express written permission of the District in each instance.

11.38 Conflict – In the event that there is a conflict between this RFP and any proposal accepted subsequently, then and in that instance, this RFP shall prevail. If there is a conflict between any parts or clauses of this RFP the CEO or his/her representative of the District will clarify said conflict. The CEO's decision shall be final.

11.39 Definitions – The terms "Proposer", "Proposer", "Respondent", "Operator", and

"Contractor" and other forms of these terms refer to the entity submitting a proposal in response to this RFP and/or any entity that is awarded a Contract as a result of this RFP. The terms "Procurement" refers to the process used herein to award a Contract under this RFP. The terms "Service", "the Service", "Project", "the Project", "Program", "the Program" and " the District's Service" refer to the complete service for which the District expects to award a Contract under this RFP. "NTD" "the NTD" and "the District" all refer to the Norwalk Transit District. All terms are subject to the Interpretation of Language section of this RFP.

11.40 Discrimination - The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements will be a material breach of the Contract, which may result in the termination of the Contract or such other remedy as NTD deems appropriate.

11.41 Prompt Payment - The Contractor agrees to pay each subcontractor under the Contract for satisfactory performance of its Contract no later than thirty days from the receipt of each payment from NTD. The Contractor agrees further to return retainage payments to each subcontractor within fifteen days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NTD. This clause applies to both DBE and non-DBE subcontracts.

11.42 Designated Contact - Throughout the term of the Contract, the Contract Administrator shall be NTD's Chief Compliance Officer. No other NTD staff member is authorized to alter the scope of service, coverage or service span or any other part of the Contract.

11.43 [Reserved]

11.44 Bonds - There are no bonding requirements associated with this project.

11.45 Property Accountability - All property furnished by NTD under the Contract shall remain the property of NTD. Upon termination of the Contract the Contractor shall render an accounting of all such property which has come into its possession under the Contract.

11.46 Safeguarding Property - The Contractor shall take all reasonable precautions, as directed, or in the absence of such direction in accordance with sound industrial practices, to safeguard and protect NTD property in its possession or custody. Unless otherwise provided in the Contract, the Contractor assumes the risk of and shall be responsible for any loss of or damage to NTD furnished property in its possession except for reasonable wear and tear and to the extent that such property is consumed in the performance of the Contract.

11.47 Independent Contractor - In so doing and in all matters under the Contract, the Contractor shall remain and shall be an independent contractor with all of its employees under its direction

and that of its management and supervisors and in no event shall such employees be deemed employees or agents of NTD.

11.48 Penalties/Liquidated Damages – Not Applicable.

**PRICE FORM**  
**CONSULTING SERVICES FOR COMPREHENSIVE OPERATIONAL ANALYSIS**

Enter below the proposed price for performance of the services and described in the Scope of Work in Section 2. Pricing shall be inclusive of all costs associated with providing the services, completing the tasks, direct costs, indirect costs, and profit. This includes but is not limited to labor, materials, supplies, insurance, applicable taxes, and all other expenses necessary to perform the work.

*Offer shall not modify any part of the line items in the RFP Schedule in any way other than to enter pricing or other information as requested. Offerors shall not submit to NTD a re-typed, word-processed, or otherwise recreation version of the RFP Schedule as doing so may deem your offer non-responsive. Any additional information or clarification shall be submitted separately on a company letterhead.*

<b>Line Item</b>	<b>Task/Description</b>	<b>Est # of hours to complete</b>	<b>Total:</b>
1	Task 1.0 Project Management		
2	Task 2.0 District and Municipal Staff Engagement		
3	Task 3.0 Community and Stakeholder Outreach and Education		
4	Task 4.0 Data Collection		
5	Task 5.0 Evaluation of Services		
6	Task 6.0 Latent Demand Analysis		
7	Task 7.0 Service Plan Option #1 - Cost-Neutral Service Plan – Year 0		
8	Task 8.0 Service Plan Option 2 – Year 0 – 10% to 20% Immediate Growth Option		
9	Task 9.0 Service Plan Option #3: Near-Term Recommendations (1-3 years)		
10	Task 10.0 Service Plan Option #4: Medium-Term Recommendations (5 to 10 years)		
11	Task 11.0 Presentation of Findings		
12	Task 12.0 Implementation Plans		
13	Task 13.0 Optional Work Scopes		
14	Task 13.1 Fare Structure Analysis		
15	Task 13.2 Fleet Replacement Strategies		

[NTD is exempt from the payment of State and local sales tax, so such taxes must not be included in proposed prices]

**APPENDIX A**  
**STATE AND NTD REQUIREMENTS**





# CONNECTICUT DEPARTMENT OF TRANSPORTATION

# POLICY STATEMENT

**SUBJECT: Code of Ethics Policy**

**June 1, 2007**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

**For questions, contact the Ethics  
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

**To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## **Enforcement**

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## **Prohibited Activities**

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen’s Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a “major life event,” as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen’s Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term “gift” to limit the application of the so-called “gift to the State” exception. In general, “gifts to the State” are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a “gift to the State,” DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any “business with which they are associated.” In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the

Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior

of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

**12. Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees **after they leave State service. Upon leaving State service:**

- **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

**13. Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying

invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### **Training for DOT Employees**

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

### **Important Ethics Reference Materials**

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

March 3, 2009

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

**1. General:**

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal- Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors Consultants and Subconsultants Suppliers of Materials and Vendors (where applicable) Municipalities (where applicable) Utilities (where applicable)

c. The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d. The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

**2. Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

**3. Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

**4. Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and

classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

#### **5. Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

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

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be

discussed with employees.

**6. Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

- a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

**7. Training and Promotion:**

- a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.
- d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**8. Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

**9. Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

(1) The number of minority and non-minority group members and women employed in each classification on the project;

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in

each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

**11. Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.

GUIDELINES AND RULES OF STATE LABOR COMMISSIONERS  
IMPLEMENTING GOVERNOR'S EXECUTIVE ORDER NO. THREE

SEC. 1. PERSONS & FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES & RULES.

- a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.
- b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.
- c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3 EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (Whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

- a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.C. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof

the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.C. 3-1.

- b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.
- c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the labor Commissioner may define such minority groups or persons.
- d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. three shall have access to these reports for inspection or copying during regular business hours.
- e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

#### SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or surrendered by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law. \*

\* N. B. the above paragraphs contain requirements additional to those set forth in July 14, 1971 directive  
to state agencies.

- a. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

- b. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be submitted.

#### SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS, AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance the Labor Commissioner may request.

#### SEC. 7 INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standard, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

#### SEC. 8. Hearings.

The Labor Commissioners or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioners and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

#### SEC. 9. EQUAL EMPLOYMENT OPPORTUNITITES.

All state contracting agencies, employers, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes.

#### SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive

Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 14, 1971, AND THE GENERAL STATUTES OF ONNECTICUT.

Dated at Wethersfield, Connecticut this 19<sup>th</sup> day of November, 1971.

Signed by: Jack A. Fusari  
Labor Commissioner

State of Connecticut by His Excellency  
John G. Rowland  
Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and/or violent acts, and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contactors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy:**

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment –

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 4<sup>th</sup> day of August 1999.

Signed by: John G. Rowland, Governor

Files this 4<sup>th</sup> day of August 1999  
Susan Bysiewicz, Secretary of the State

THOMAS J. MESKILL, GOVERNOR  
EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon Promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation off or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the

contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

#### IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

#### V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

#### VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

#### VII

- (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law, any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

#### VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15<sup>th</sup> day of February, 1973.

Signed by: Thomas J. Meskill Governor

**Jurisdiction and Forum Language:** The parties deem the Agreement to have been made in the City of Norwalk, State of Connecticut. Accordingly the Parties agree this Agreement is governed by the laws and court decisions of the State of Connecticut without giving effect to its conflict of law provisions. The Second Party irrevocably consents with respect to any claims or remedies at law or inequity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or Agreement).

**Audit and Inspection of Plants, Places of Business, and Records:** The District and the State and its agents, including, but not limited to, The Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

The Contractor shall maintain accurate and complete records and shall make all of its records available at all reasonable hours for audit and inspection by the District and the State of its agents.

All requests for any audit or inspection will be made in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the STATE suspects fraud or other abuse, or in the event of an emergency, no obligation to provide any prior notice is required.

The Contractor shall keep and preserve or cause to be kept and preserved all of its records until three (3) years after the later of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State or the District may request an audit or inspection at any time during this period. If any claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all records until all claims or audit findings have been resolved.

The Contractor shall cooperate fully with an audit or inspection. Following any audit or inspection, an exit conference may be conducted in which the Contractor shall cooperate and participate.

**Environmental Law and Compliance:** - The Second party 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 Second Party shall be responsible to comply with OSHA regulations. The Second Party will hold the State and the District harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

## **INSURANCE TYPES AND THRESHOLDS**

**INSURANCE CERTIFICATES REQUIRED:** Before any contract is executed, the successful contractor(s) will be required to file with the Norwalk Transit District, 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. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within the specified time frame will allow the District to re-award the contract or re-bid the project, as it deems necessary. Insurance certificates must document that the Vendor commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the District in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto with the District and the State being named as an additional insured with the following minimum liability insurance coverage at no direct cost to the District or the State.

Contractor shall assume any and all deductibles in the described insurance policies. The contractor's insurers shall have no right of recovery or subrogation against the District or the State and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the District or the State. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 60 days prior written notice by certified mail has been given to the District and the State. "Claims Made" coverage is unacceptable.

### **A. COMMERCIAL GENERAL LIABILITY (as applicable)**

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.

### **B. AUTOMOBILE LIABILITY**

The operation of all motor vehicles, including those hired, leased or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing for a total of (a) ONE

MILLION DOLLARS (\$1,000,000.00) for vehicles with a seating capacity of ten(10) or less passengers, (b) One Million Five Hundred Thousand Dollars (\$1,500,000) for vehicles with a seating capacity of fourteen (14) or less passengers, and (c) Five Million Dollars (\$5,000,000) for vehicles with a with a seating capacity of fifteen (15) or more passengers, 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.

**C. WORKERS' COMPENSATION**

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

**D. UMBRELLA LIABILITY**

In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements specified and (if required) the Norwalk Transit District and the State of Connecticut must be named as Additional Insured.

## THE NORWALK TRANSIT DISTRICT CODE OF ETHICS/CONDUCT

### **Statement of Policy**

The Norwalk Transit District operates a public service, using public funds and facilities. As such, all officers, employees, board members or agents engaged in the award of administration of third party contracts or sub agreements financed with Federal or State assistance have a responsibility to safeguard public assets and maintain the highest standards of ethical conduct in their performance of public business. The Company's adopted Code of Ethics is consistent with the policies established by the Connecticut Department of Transportation for its employees.

### **Acceptance of Gifts or Gratuities**

Norwalk Transit District's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Norwalk Transit District has set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. If an employee has any question regarding the definition of *de minimis* or nominal intrinsic value they should direct in writing and confer immediately with the CEO. It further agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Norwalk Transit District agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents.

No officers, employees, board members or agent including 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, 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.

It is especially important that employees who are in any way involved in making or recommending procurement decisions, in writing specifications for Company purchases, or in reviewing the performance of Company suppliers or contractors, exercise special care to avoid even the appearance of a conflict of interest.

This policy extends to the solicitation or acceptance of special treatment or personal discounts from an outside vendor, as well as specific items of monetary value.

Any offers of gifts, gratuities, personal discounts, or other special favors to Company employees must be courteously, but firmly, refused or returned. When it is necessary to do so, employees should, for their own protection, document their actions, citing this policy.

### **Personal Conflict of Interest**

The Norwalk Transit District's code of conduct prohibits its' employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by State and Federal assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

### **Organizational Conflicts of Interest.**

The Norwalk Transit District's code of conduct includes procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work. Engaging in practices that result in organizational conflicts of interest:

Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:

- a Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to NTD due to other activities, relationships, contracts, or circumstances.
- b Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

### **Use of Public Facilities**

Personal use of Company facilities, vehicles, equipment, supplies, and services is strictly prohibited. Company facilities, equipment, supplies, and services shall be used only for proper business purposes. This policy applies to the use of Company employees to perform personal favors or tasks, even if reimbursement is made. Likewise, use of Company facilities and/or equipment (included are tools, pits, lifts, electrical power, etc.) for servicing employee's personal vehicle or any personal property, taking office supplies for personal use, personal use of office copying equipment and telephones, and misuse of petty cash accounts, can be serious violations of this policy.

An exception is made for personal copying of an incidental nature where it is impractical to make personal copies outside the office. In such instances, you must reimburse the Company the established rate for each copy. Payment should be made to the Director of Finance. Employees are

expected to perform personal copying on their own time. Employees who abuse this privilege by making an excessive number of personal copies, failing to reimburse the Company as required, and/or leaving copier equipment in unserviceable condition will be subject to disciplinary action.

As a general policy, employees should not place or receive personal telephone calls during working hours. Employees should not use Company telephones for personal calls. It is understood that on occasion, exceptions to these general policies may be necessary. However, employees who abuse telephone privileges by making or receiving an excessive number of personal calls, or whose personal calls involve an inordinate amount of work time, will be subject to disciplinary action.

In addition, employees should not use Company telephones for personal toll calls (whether in-state or out-of-state). It is understood that on occasion, exceptions to this policy may be necessary -- for example, an employee needing to inform family members he or she will be working late. Employee who needs to use a Company telephone for a personal toll call under such special circumstances must inform their supervisor.

No employee shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Company.

No employee shall accept employment with, or have, either directly or indirectly, a financial interest in any enterprise doing business with the Norwalk Transit District which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Company. If an employee is in the position of dealing on behalf of the Company with another firm in which he/she has such a financial interest, responsibility should be delegated to another employee. As a general policy, employees in a position to influence company business decisions must maintain an "arm's length" relationship at all times when dealing with outside interests.

All employees are also required to comply with Sections 1-79 through 1-89 of the CGS entitled Code of Ethics for Public Officials and are additionally advised that certain political activities governed by the Federal Hatch Act and CT Statute 5-266a may also result in a conflict of interest for The Norwalk Transit District employees. For further detail regarding the cited references please see the Human Resource Department.

### **Penalties**

Given the Company's overriding responsibility for the proper use of public funds and facilities, employees found to be in violation of the foregoing policies will be subject to discipline, including possible immediate discharge.

## STATE OF CONNECTICUT REQUIRED AFFIDAVIT OF SUSPENSION AND DEBARMENT

*(Offerors must submit evidence of SAM registration with their submittal.)*

The State of Connecticut Department of Transportation requires that this certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders as a direct result of this project.

Suspended or debarred Contractors, consulting engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work. The Norwalk Transit District as a part of its obligation to determine if a Vendor meets the responsibility criteria for federal and state contract award, will check prior to award both the State of Connecticut Debarment List and the **System for Award Management (SAM)**. SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at <https://sam.gov/content/home>. User guides and webinars are available under the Help tab.

The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of State and Federal funds.

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State department or agency; and
- (2) Has not within the prescribed statutory time period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, the Second Party shall attach an explanation to this agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-contracts and purchase orders resulting directly from this contract.

- (1) The prospective subcontractors, sub-subcontractors participants certifies, by submission of it/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency; and
- (2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

I have fully informed myself regarding the accuracy of the statement made in this affidavit.

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

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

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

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

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

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

**Please note Proposers must be registered with SAM, which requires a DUNS number. Please carefully review this section under the state and federal suspension and debarment requirements contained in the procurement documents. We reserve the right to determine the Proposer non-responsive if it fails to be registered with SAM at the time of the proposal submittal.**

## TITLE VI CONTRACTOR ASSURANCE REQUIRED BY THE STATE OF CONNECTICUT

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the District 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:

**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, "USDOT11"), 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.

**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 and 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 B of the Regulations.

**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.

**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 the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) 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 ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** - In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency 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.

**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 the ConnDOT or the Funding Agency 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 the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Managers and supervisors are being advised of their responsibilities to ensure the successful implementation of this policy. This Policy has my whole-hearted support and will be held responsible for compliance to its objectives.

Company Name \_\_\_\_\_

(if applicable, include d/b/a)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

Area code/Fax Number \_\_\_\_\_

Contact Person \_\_\_\_\_

**APPENDIX B**  
**SAMPLE CONTRACT**



# Standard Form Contract (Sample)

THIS AGREEMENT is dated as of \_\_\_\_\_ 2022 by and between the Norwalk Transit District, Norwalk, Connecticut, hereinafter, referred to as the District and \_\_\_\_\_, hereinafter, referred to as the CONTRACTOR.

The purpose of this Contract Agreement is to provide for a \_\_\_\_\_. In consideration of the mutual covenants hereinafter set forth, agree as follows:

## Article 1. SERVICE

1.1 The CONTRACTOR shall provide services as specified in the Scope of Services section of \_\_\_\_\_, Attachment A, and as described in the CONTRACTOR's Proposal and Work Program, Attachment B dated \_\_\_\_\_, which are a part hereof.

The District reserves the right to change or otherwise alter the services outlined in Attachments A and B upon fifteen (15) days written notice to the CONTRACTOR. By written mutual agreement, the CONTRACTOR agrees to implement those specified changes within a reasonable timeframe but in no case later than thirty (30) days after receipt of notice. The CONTRACTOR reserves the right to reject any change or service alteration proposed by the District for good and compelling reasons and will notify the District of said rejection within ten (10) days of receipt of notice. If the CONTRACTOR rejects any change or service alteration, the District shall have the right to terminate this Agreement in which no further payments shall be due to the CONTRACTOR.

## Article 2. SUBCONTRACTING

Other than those tasks and work items detailed in Attachment B, The CONTRACTOR agrees not to subcontract for any of the services it is obligated to perform under this Agreement without the prior consent of the District.

## Article 3. CONTRACT TIME

3.1 The work shall be completed within \_\_\_\_\_ consecutive calendar days of receipt of completed Notice to Proceed.

3.2 Extension of Time. If the CONTRACTOR is delayed in the prosecution or completion of the work by or account of any act or omission of the DISTRICT, or by strikes or causes beyond the control of the CONTRACTOR, he shall be entitled to such reasonable extension of time for completion of the work as may be decided upon by the DISTRICT, however, that no claim for an extension of time for any reason shall be allowed unless, within three days after such delay occurs, notice in writing of the fact said delay, its causes, and the extension claimed, shall be given by the CONTRACTOR to the DISTRICT.

## Article 4. CONTRACT PRICE

4.1 The DISTRICT shall pay the CONTRACTOR, for the performance of all services in accordance with the Work Program as stated in \_\_\_\_\_, the sum of money computed at the price stated in the bid submitted by the CONTRACTOR to the DISTRICT. A copy of the bid is made a part of this contract.

4.2 The DISTRICT shall process CONTRACTOR invoices and make payments within forty-five (45) days of receipt of an invoice and the supporting progress reports. Final payment will be made when all work is completed as delineated in \_\_\_\_\_ and all project deliverables as detailed in said attachment

have been submitted by the CONTRACTOR and accepted by the DISTRICT under the terms outlined in the Work Program.

In the event of a dispute between the DISTRICT and the CONTRACTOR over charges, the DISTRICT will notify the CONTRACTOR within ten (10) working days after receipt of the CONTRACTOR invoice. The DISTRICT shall be empowered to withhold compensation for the sum equal to the full value of the disputed charges; undisputed balances of such invoices shall not be withheld. All disputed charges must be settled within thirty (30) working days after notification of CONTRACTOR of the dispute.

#### Article 5. INSURANCE

5.1 The CONTRACTOR agrees to provide insurance as detailed in NTD-RFP-2022-05 (Attachment A). The certificate of insurance shall be provided by the CONTRACTOR with this signed Agreement. The insurance shall be maintained throughout the conduct of this work.

#### Article 6. PROJECT MANAGER

6.1 Both the CONTRACTOR and the DISTRICT shall designate Project Managers for services provided under this Agreement. The Project Managers shall be responsible for overseeing the proper operation of the service.

#### Article 7. CONTRACTOR RESPONSIBILITIES, DUTIES, AND LIABILITIES

7.1 The CONTRACTOR shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said CONTRACTOR on requirements of the DISTRICT.

7.2 The CONTRACTOR shall comply with all local, state, and federal laws and regulations.

7.3 The CONTRACTOR shall indemnify and save harmless the District, and all of its officers, agents and employees against and from all damages, cost and expenses which they or any of them may suffer (including, without limitation, their attorney fees) by, from or to the extent of any and all claims for payment for materials or labor used or employed in the execution of this Agreement, and also for injuries or damages received or sustained to person or property, or both, to the extent in consequence of or resulting from any negligent work performed by said the CONTRACTOR, or from any negligence in guarding said work, or from any negligent act or omission of the CONTRACTOR or its officers, agents and employees, and the CONTRACTOR shall also indemnify and save harmless the District from all claims under the Workmen's Compensation Act arising under or out of this Agreement.

#### Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce the DISTRICT to enter into this Agreement, the CONTRACTOR makes the following representations:

8.1 The CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, and federal, state and local laws, ordinances rules and regulations that in any manner may affect cost, progress or performance of the work.

8.2 The CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, discrepancies that he has discovered in the Contract Documents and the written resolution thereof by DISTRICT is acceptable to the CONTRACTOR.

#### Article 9. CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the entire agreement between the DISTRICT and the CONTRACTOR are attached to this Agreement, made a part hereof and consists of the contents of the following:

1. This Agreement
2. The complete RFP NTD-RFP-2022-05 and all of its attachments and appendices and amendments.
3. The CONTRACTOR's response to the RFP and Agreed upon Work Program and revenue proposal
4. Requirements of the Federal Transit Administration
5. Requirements of the State of Connecticut
6. RFP Forms

#### Article 10. MISCELLANEOUS

10.1 The parties agree and understand that the CONTRACTOR is neither an employee nor agent of the DISTRICT and is an independent CONTRACTOR in the performance of its duties hereunder.

10.2 The failure of the DISTRICT to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the CONTRACTOR of any of the provisions herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the DISTRICT to thereafter enforce each and every such provision.

10.3 No member of or delegates to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom. The above also applies to the State of Connecticut Department of Transportation.

10.4 No member, officer or employee of the DISTRICT or a local public body during his tenure or one year thereafter have any interest, direct or indirect, in this Agreement, or the proceeds thereof.

10.5 The CONTRACTOR warrants that no person or selling agency has been retained to solicit or secure the Agreement for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide commercial or selling agencies maintained by the CONTRACTOR to secure business. For breach or violation, the DISTRICT shall have the right to annul or terminate the Agreement without liability.

10.6 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically and without limitations, funds that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.7 The DISTRICT and CONTRACTOR each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF the parties to these present have hereunto set their hands and seals, the DISTRICT on the day and year hereinbefore first written and who hereby certifies under penalties of perjury that this CONTRACT is executed in accordance with all applicable municipal, state and federal laws having jurisdiction.

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

Norwalk Transit District

\_\_\_\_\_

Date

Firm Name: \*

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

Contractor

\_\_\_\_\_

Date

\* If a corporation, attach to each signed copy of the contract a notarized copy of the vote of corporation authorizing the signatory to sign this contract.

**APPENDIX C**  
**CERTIFICATIONS**



## **CERTIFICATION REGARDING LOBBYING**

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [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). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled out and executed by the Bid; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of \_\_\_\_\_, County of \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, do hereby state that  
(Name of Affiant)

I am \_\_\_\_\_ of \_\_\_\_\_  
(Capacity) (Name of Firm, Partnership or Corporation)

Whose business is \_\_\_\_\_

And who resides at \_\_\_\_\_

And that \_\_\_\_\_  
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the District, is directly or indirectly interested therein.

Signature of Affiant: \_\_\_\_\_ Date: \_\_\_\_\_  
Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Seal

**OFFEROR FORM**

Bidder shall complete the following form and include it in the Bid.

**OFFEROR**

By execution below by a duly authorized representative(s) of the Bidder, the Bidder hereby offers to furnish equipment and services as specified in its Bid submitted to the District in response to RFP 2022-05 Consulting Services for Comprehensive Operational Analysis (COA).

Offeror:

\_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Name and title of Authorized Signer(s): \_\_\_\_\_

Name and title of Authorized Signer(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_

Authorized signature: \_\_\_\_\_ Date: \_



**STATE OF CONNECTICUT**

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

**Respondent Name:** \_\_\_\_\_

**INSTRUCTIONS:**

- CHECK ONE:**     Initial Certification.  
 Amendment or renewal.

**A. Who must complete and submit this form.** Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States.** United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

**Check applicable box:**

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

**B. Additional definitions.**

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

**C. Certification requirements.**

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
**Printed Respondent Name**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_  
**My Commission Expires**

**APPENDIX D**

**FTA CLAUSES**



**REQUIREMENTS OF THE FEDERAL TRANSIT ADMINISTRATION  
OF THE U.S. DEPARTMENT OF TRANSPORTATION**

**Agreement Precedence.** In the event of any inconsistent or incompatible provisions, the terms and conditions of this Agreement shall take precedence.

The following attached clauses are appendices and are herein incorporated by reference and made a part of the contract.

1. No Federal Government Commitment or Liability to Third Parties
2. False or Fraudulent Statements or Claims
3. Access to Recipient and Third-Party Participant Records
4. Civil Rights Requirements and prompt payment clause
5. Energy Conservation Requirements
6. Federal Changes
7. Incorporation of Federal Transit Administration (FTA) Terms
8. Right of the Federal Government to Terminate
9. Recycled Products
10. Debarment and Suspension
11. Lobby Restrictions
12. Clean Air Act
13. Awards Not Involving Construction
14. Preference for United States Products and Services
15. Disputes, Breaches, Defaults, or Other Litigation

For the Vendor Only:

Name of Vendor -	
Authorized Signature -	
Name (Print or Type) -	
Date Signed -	

For Norwalk Transit District Only:

Product/Service Purchased -	
Total Purchase Price -	
P.O. # (if known) -	

# Federal Clauses for Procurements Funded with FTA Dollars

\*\*\* Clause citations (in red) refer to the FTA Master Agreement found  
<https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-02/FTA-Master-Agreement-v28-2021-02-09.pdf> \*\*\*

- 1) No Federal Government Commitment or Liability to Third Parties. [Sec 3, (I)] Except as the Federal Government expressly consents in writing, the Recipient agrees that:
  - a) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and
  - b) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.
  
- 2) False or Fraudulent Statements or Claims. [Sec 4, (e)]
  - a) Civil Fraud. The Recipient acknowledges and agrees that:
    - i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.
    - ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
    - iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
  - b) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.
  
- 3) Access to Recipient and Third Party Participant Records. [Sec 9, (c)] The Recipient agrees, and assures that each Subrecipient, if any, will agree, to:
  - a) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients,
  - b) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations, and
  - c) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
  
- 4) Civil Rights [Sec 12, all + Prompt Pay language]
  - a) Civil Rights Requirements. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil

rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

- b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant will:
  - i) Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.
  - ii) Prohibit the:
    - (1) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
    - (2) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or
    - (3) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
  - iii) Follow:
    - (1) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but
    - (2) FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
  - i) Prohibit discrimination based on race, color, or national origin,
  - ii) Comply with:
    - (1) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.;
    - (2) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21; and
    - (3) Federal transit law, specifically 49 U.S.C. § 5332; and
  - iii) Follow:
    - (1) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
    - (2) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and
    - (3) All other applicable federal guidance that may be issued.
- d) Equal Employment Opportunity.
  - i) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
    - (1) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.;
    - (2) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
    - (3) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;
    - (4) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
    - (5) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. (2)

- ii) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (i)
  - (1) Affirmative Action. If required to do so by U.S. DOT regulations (49 C.F.R. part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:
    - (a) Recruitment advertising, recruitment, and employment;
    - (b) Rates of pay and other forms of compensation;
    - (c) Selection for training, including apprenticeship, and upgrading; and
    - (d) Transfers, demotions, layoffs, and terminations; but
  - (2) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and
- iii) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
  - (1) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and
  - (2) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:
  - i) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
    - (1) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note;
    - (2) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26; and
    - (3) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
  - ii) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26.
  - iii) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
    - (1) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26; and
    - (2) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached in TrAMS. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
  - iv) Assurance. As required by 49 C.F.R. § 26.13(a):
    - (1) Recipient Assurance. The Recipient agrees and assures that:
      - (a) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26;
      - (b) It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
      - (c) Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and

- (d) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
- (2) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
  - (a) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26;
  - (b) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
  - (c) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and
  - (d) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- v) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.
- vi) Prompt payment mechanisms *(added by GDOT, not listed in 2018 Master Agreement)*
  - (1) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.
  - (2) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
    - (a) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
    - (b) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
    - (c) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.
  - (3) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
  - (4) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set.

Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

- (5) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:
- (a) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.
  - (b) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
  - (c) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid
- f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including:
- i) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.;
  - ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25; and
  - iii) Federal transit law, specifically 49 U.S.C. § 5332.
- g) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination based on age, including:
- i) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age;
  - ii) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625;
  - iii) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance;
  - iv) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90; and
  - v) Federal transit law, specifically 49 U.S.C. § 5332.
- h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
- i) Federal laws, including:
    - (1) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
    - (2) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
      - (a) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
      - (b) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
    - (3) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
    - (4) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
    - (5) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
  - ii) Federal regulations and guidance, including:
    - (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37;

- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
  - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
  - (4) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
  - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
  - (6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
  - (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
  - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
  - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
  - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
  - (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
  - (12) Other applicable federal civil rights and nondiscrimination regulations and guidance.
- i) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
    - i) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.;
    - ii) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq.; and
    - iii) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
  - j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:
    - i) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 Fed. Reg. 50121); and
    - ii) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.
  - k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
  - l) Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.
- 5) Energy Conservation. [Sec 26 (j)] The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.
- 6) Federal Changes. [2 and 49 CFR, also 5-16-2019 FTA email] Contractor 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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

- 7) Incorporation of Federal Transit Administration (FTA) Terms. [C 4220.1F, also 5-16-2019 FTA email] The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.
- 8) Right of the Federal Government to Terminate. [Sec 11, all]
- c) Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if: (1) The Recipient has failed to make reasonable progress implementing the Award, (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
  - d) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
  - e) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.
- 9) Solid Wastes (Recycled Products) [Sec 16, (d), 10] – A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**APPENDIX E**

**PROTEST PROCEDURES**



# Protest Procedures

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

**NORWALK TRANSIT DISTRICT** has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, Rev. 4, March 18, 2018, which are on file at **NTD's** Administrative Offices, 275 Wilson Avenue, Norwalk, CT 06854 and available upon request.

## APPLICABILITY

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

## DEFINITIONS

**"Common Grant Rules"** refers to the Department of Transportation regulations "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.

**"Interested Party"** means a party that is an actual or prospective firm submitting a quotation or offeror 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".

**"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 firm submitting a quotation's or contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.

**"Protester"** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".

**"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:

1. A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by **NORWALK TRANSIT DISTRICT** requesting bids from vendors or other interested parties.
2. A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
3. 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 **NORWALK TRANSIT DISTRICT** policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

## STANDARDS

All Protests must be filed in writing to:

Norwalk Transit District  
Kimberlee A. Morton  
Norwalk Transit District  
275 Wilson Avenue  
Norwalk, CT 06854

No other locations are acceptable.

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.

Norwalk Transit District's CEO, Kimberlee Morton, or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the CEO or Designee must be in writing and shall include a response to each substantive issue raised in the Protest. The CEO's decision shall constitute **NTD's** final administrative determination.

If **NORWALK TRANSIT DISTRICT** 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, **NORWALK TRANSIT DISTRICT** 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 CEO or Designee has issued its final Decision.

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

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.

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 CEO, 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

### **NTD RESPONSIBILITIES TO FTA**

NTD 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.

NTD will provide the following information to FTA:

**Subjects:** **A list of Protests involving third party contracts and potential third party contracts that:**

- ✓ Have a value exceeding \$150,000, or
- ✓ Involve controversial matter, irrespective of amount, or
- ✓ Involve a highly publicized matter, irrespective of amount.

**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.

**When and Where: NTD will provide this information:**

- ✓ In its next quarterly Milestone Progress Report, and
- ✓ At its next Project Management Oversight review, if any.

1. **Officials to Notify:** When NTD denies a bid Protest, and an appeal is likely to occur, NTD 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.

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

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

**\*\*NORWALK TRANSIT DISTRICT** 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 bid opening or within a relatively short period of time thereafter as pricing is tied to market pricing and subject fluctuations of the market.