



**NORWALK TRANSIT DISTRICT
Request for Proposals**

**Project Number: NTD RFP #2023-01
Information Technology Services**

Release Date	Wednesday, January 25th, 2023
Deadline for Questions	Monday, February 6th, 2023
Deadline for NTD Responses (estimated)	Wednesday, February 8th, 2023
Proposal Due Date and Time	Thursday, February 16th, 2023
Notification of Contract Award (estimated)	Thursday, March 23rd, 2023
Contract Commencement (estimated)	Saturday, April 1st, 2023

NOTICE

Request for Proposals NTD RFP #2023-01 Information Technology Services

The Norwalk Transit District (NTD or “the District”), seeks to engage a firm or firms to provide Information Technology Services to the District.

Any contract resulting from this Request for Proposals is subject in part to financial assistance contracts between the District and the Federal Transit Administration and the District and the Connecticut Department of Transportation. All Respondents will be required to certify that they are not on the Comptroller General's list of ineligible firms. Further, the firm will be required to comply with all applicable Federal and State required contract clauses as well as applicable equal employment opportunity laws and regulations.

The District encourages Small and/or Disadvantaged Business Enterprises to submit proposals in response to this procurement. NTD has not applied a specific DBE Goal to this project. It is NTD's policy and practice that DBE's are afforded equal opportunities to participate in the performance of its contracts in whole or part. Our commitment is based on Federal Register 49 CFR, Part 26, Section 105 of the Surface Transportation Assistance Act.

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

Proposals must be submitted on or before 2:00 PM, Thursday, February 16, 2023 to:

Lori Hammill
Chief Compliance Officer
Norwalk Transit District
lhammill@norwalktransit.com

Proposers shall submit one (1) original-unbound, three (3) bound copies, and one (1) thumb drive of their proposal. The proposal submittal must be clearly labeled, numbered, indexed and submitted as outlined herein. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following documentation/binder(s). The original and hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern. Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

Bid documents will be available for download on or after **Wednesday, January 25, 2023** from www.norwalktransit.com under “Business Center” or at the State of Connecticut Department of Administrative Services Contracting Portal at <https://portal.ct.gov/DAS/CTSource/CTSource>.

All questions or requests for additional information must be submitted electronically by email and no later than **Monday, February 6, 2023 @ 5:00 PM**. Any questions or requests for additional information shall be directed to Lori Hammill at lhammill@norwalktransit.com or 203-299-5162.

SECTION I - GENERAL INFORMATION

1. INTRODUCTION

The Norwalk Transit District (NTD or “the District”) is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are two Commissioners who form the Board of Commissioners, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services.

The District is eligible and authorized under state and local law to request, receive, and manage grant funds and to execute and administer grant-funded projects. The District provides a variety of services in support of public transportation in southwest Connecticut. Any contract resulting from this Request for Proposals is subject in part to financial assistance contracts between the District and Federal Transit Administration and the District and the Connecticut Department of Transportation.

Most District services are directly operated, except for some supplemental para-transit services 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.

Services consist of 8 bus routes that operate Monday through Friday and 6 routes that operate on Saturday, generally from 6:00 a.m. to 7:30 p.m. Additional services known as the Norwalk Evening and Sunday Shuttles operate on two routes, one serving the Connecticut Avenue corridor and the second serving the Main Avenue corridor.

In addition, the District operates commuter bus service, servicing the train stations in Norwalk, Westport, and Greenwich and the Norwalk Community College, Merritt 7 buildings, 10/20 Westport Road, Norwalk Hospital, and Greenwich Hospital.

Norwalk has five Commuter Connection Shuttle routes which meet Metro-North Railroad trains at the South Norwalk Rail Station.

Within the Town of Westport, the District operates commuter services on seven routes weekdays to and from the Saugatuck and Green Farms Rail Stations.

In Greenwich, the District operates two commuter shuttles that serve the Greenwich Metro-North Rail Station.

In cooperation with Greater Bridgeport Transit and the Milford Transit District, the District operates the Coastal Link, a regional fixed route bus service along the Route 1 corridor through Norwalk, Westport, Fairfield, Bridgeport, Stratford, and Milford.

The District provides ADA complementary para-transit services both directly and under contract through a variety of programs: Dispatch-A-Ride (serving Norwalk), Easy Access (serving Stamford), and Westport Elderly & Disabled (serving Westport). An inter-jurisdictional ADA complementary para-transit service is provided through the District’s Town-to-Town program, which serves Westport and Wilton. In addition, para-transit services for the elderly are provided in Westport.

The District currently provides Wheels2U service, an on-demand shuttle service (like Lyft or Uber) operated within a designated zone in Norwalk that provides a unique and convenient alternative mode of transportation. The shuttle drivers have an app in each shuttle to provide navigation, live traffic conditions and real-time pick-up and drop-off information. The Wheels2U service is intended to improve the connection between South Norwalk, Maritime Aquarium, The Sono Collection, Wall Street area, and other attractions.

The District is soliciting proposals through this Request for Proposals ("RFP") from qualified firms interested and capable of providing Information Technology Services. The specifics of the services, and other documents relevant to this RFP, are set forth below and in the Exhibits attached hereto and made a part hereof.

1. PROPOSAL SUBMITTAL

Proposals must be submitted on or before **2:00 PM, Thursday, February 16, 2023** to:

Lori Hammill
Chief Compliance Officer
Norwalk Transit District
lhammill@norwalktransit.com

Proposers shall submit one (1) original-unbound, three (3) bound copies, and one (1) thumb drive of their proposal. Electronic submission shall be by email to lhammill@norwalktransit.com. The proposal submittal must be clearly labeled, numbered, indexed and submitted as outlined herein. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following documentation/binder(s). The original and hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern. Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis. Bid documents will be available for download on or after **Wednesday, January 25, 2023** from www.norwalktransit.com under "Business Center". It is the responsibility of the Respondent to ensure that its proposal is delivered to the District by the date and time referred to above.

All costs associated with the preparation and delivery of a proposal are the sole responsibility of the Respondent. Respondent shall not include any such expenses incurred in the development of a Proposal or any costs incurred prior to the execution of a formal contract.

A submission of a Proposal will be considered by the District as constituting a legal offer (valid for at least 90 days) by the Respondent to perform the required services.

2. PROPOSAL INQUIRIES

Communication by any Respondent with any agent or employee of the District on the subject of this RFP, or the pending process, may result in the Respondent being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to Lori Hammill via email lhammill@norwalktransit.com on or before **5:00 PM, Monday, February 6, 2023**. Please compile all questions and submit on your company's letterhead, as we request only one submission per Respondent.

Any corrections or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document as well as posted on the NTD website. **In order to be on the "known recipients" list, all potential Respondents must complete the RFP Request Form by downloading the RFP online from the NTD website at www.norwalktransit.com.** It is the responsibility of the potential Respondent to make sure they are on the "known recipients" list.

3. PRE-PROPOSAL SITE VISIT

There is no pre-proposal conference planned at this time.

4. QUALIFICATION OF RESPONDENTS

Respondents to this RFP shall have demonstrated experience with providing a full range of Information Technology (I.T.) System and End-User Support Services. Respondents shall meet all criteria and requirements identified in the RFP. Firms submitting proposals must employ qualified staff, have appropriate certifications or

licenses as may be required by the State of Connecticut. The proposed team must include professionals with experience compatible with the proposed scope of services. The District is the sole judge in determining compliance with qualification standards.

5. FUNDING: FEDERAL GRANT REQUIREMENTS

Any contract resulting from this Request for Proposals is subject in part to a financial assistance contract between the District and the Federal Transit Administration. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible firms. Further, the firm will be required to comply with all applicable equal employment opportunity laws and regulations. Exhibit B sets forth Federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are included herein as an integral part of this RFP.

6. FUNDING: STATE GRANT REQUIREMENTS

Any contract resulting from this Request for Proposals is subject in part to a financial assistance contract between the District and the Connecticut Department of Transportation. No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut. Exhibit B sets forth State requirements placed upon vendors who are participating in a project funded in whole or in part with State grants. Its provisions are included herein as an integral part of this RFP.

7. DBE REQUIREMENT

It is the policy of the District that disadvantaged business enterprises (DBEs) be afforded the maximum opportunity to participate in the performance of all contracts let by the District. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity. Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program (UCP) and any contractor and/or sub-contractor and/or vendor or firm utilized to meet the DBE Participation requirements must be certified through that UCP. A list of Conn DOT Certified DBE vendors can be found at:

http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx

8. SUBCONTRACTING

If subcontractors are necessary to complete any functions within this scope of services, the Proposer must list the names and business locations of any proposed subcontractors, with their submitted response, using the form provided in Exhibit A. The District reserves the right to review and approve any subcontractors proposed by the Respondent. Any approval of the subcontractor shall not be construed as making the District a party of such contract, giving the subcontractor privity of contract with the District, or subjecting the District to liability of any kind to any subcontractor. All requirements imposed on the Contractor must be passed through to all subcontractors. The Contractor shall supply the District with a certified copy of any subcontract promptly after its execution and shall furnish the District with a Certificate of Insurance (COI) showing that the subcontractors are carrying the proper insurance coverage.

9. PROCUREMENT APPEALS PROCESS

The District's procurement appeals process is contained in Section V - Protest Procedures.

10. VALIDITY OF PROPOSALS

Respondents agree that their proposals remain valid for a period of ninety (90) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Respondents agree that the Proposals (not including proprietary information) may be released to other bidders upon announcement of final contract execution, if requested by such other bidders.

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

11. ADDENDA AND PROPOSAL REJECTION

The District reserves the right to issue addenda to this procurement, to modify or make changes to any of the contents or schedule, or to reissue the RFP if it is deemed in the District's best interest. All parties, regardless of how they obtained the RFP, are solely responsible for ensuring the receipt of any and all addenda and should therefore check the website before submitting their Proposals to ensure compliance with any such addenda. Respondent is required to acknowledge the number of addenda received as part of their Proposal. The District reserves the right to reject any or all Proposals resulting from this procurement if it is deemed in the best interest of the District to do so.

12. PROPOSAL WITHDRAWAL

The Respondent's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a Proposal by email notice to the official listed in this document. After the proposal receipt deadline, proposals may not be withdrawn for ninety (90) calendar days.

13. INSURANCE/INDEMNIFICATION

The awarded Firm shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the insurance as described in the Draft Contract included herein as Exhibit B.- Draft Agreement, and shall indemnify and hold harmless the District as described in the Draft Agreement.

14. CONTRACT TERM AND CONDITIONS

A Contract with a base term of two (2) years will be executed with the successful Proposer with an option of three (3) one-year successive renewals (option years) by the District upon mutual agreement by both parties.

The selected Respondent will be expected to enter into a professional services agreement substantially in the form of the Draft Agreement provided in Exhibit B. Failure to timely execute the Agreement, or to furnish any and all insurance certificates and other materials required in the Agreement, shall be deemed an abandonment of the Respondent's contract offer.

Work performed must be well documented and handed over to NTD in a timely manner. All work performed shall be invoiced in an itemized fashion, with a brief statement of the task and billed in 15-minute increments. Invoices shall be submitted to the District for review on a monthly basis and within 10 days of the close of that month.

15. ATTACHED EXHIBITS

The following exhibits are included in this RFP package:

A. Required Forms and Certificates (to be submitted with Proposal)

- General Information Form
- Cost Proposal Form
- References Form
- Affirmation of Authorized Representative
- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of DBE Participation
- DBE Letter of Intent
- Certificate for Sub-Contractors
- Lobbying Certificate

B. Draft Agreement

- Insurance Requirements
- All applicable State and Federal Clauses

SECTION II – TECHNICAL

1. GOALS AND OBJECTIVES

The District is seeking qualifications and proposals for IT Services from an individual or professional firm or firms with expertise in I.T. system design, computer/network operations, systems management, RouteMatch transit software install and support, and end-user support as it relates to transit/transportation to provide assistance to NTD staff responsible for the operations. Support will be on an if-and-as needed basis. A detailed list software utilized by the District that requires support is included in the below Statement of Work.

2. STATEMENT OF WORK

NTD's main office is located at 275 Wilson Avenue in Norwalk, CT. There are currently approximately 20 administrative NTD staff at any one time, with some staff working remotely on occasion.

The selected Respondent will work closely with NTD to provide the Services required in a public transit environment, including dispatching software, radio and telephone communications, tablets, fleet and maintenance software, security and surveillance systems, facility technology (lighting and automated HVAC control systems), accounting software, critical infrastructure, cyber security, and disaster recovering plan (plan/implement/testing). The Services are also anticipated to possibly include, but are not limited to for the main office as well as Transit Hub located at 1 Burnell Boulevard Norwalk, CT.

1. I.T. Systems Support as necessary to ensure the uninterrupted work of NTD staff during the weekdays including emergency support outside of regular business hours as well as weekends.
 - a) Provide technology consultation and as-needed support. The support options are required on 24x7 basis from Monday-Friday during normal business hours and after hours and weekend support as per the Service Level Agreement Requirement (SLA).
 - b) Assist with system problem determination and resolution.
 - c) Install application/system software and provide phone and onsite support including systems proactive monitoring, maintenance, patching and support.
 - d) Networking support for Cisco & HP Procure managed switches, FortiGate, SonicWall Firewalls, VPN, Cisco Wireless Access Points, Barracuda Sentinel filer support including VEEAM.
 - e) Server support for Dell, HP servers including iSCSI storage. Maintain and support Non-Virtualized and VMware virtualized environment.
 - f) Support for Windows Servers, Microsoft Office 365, Microsoft Azure, Amazon Web Services (AWS), SQL Servers, Cloud/On Premise Based RouteMatch Software. Local Area Network administration (Active Directory permissions), DNS & DHCP Servers. Trend Micro Antivirus and Cloud backup.
 - g) Support for IP Video Camera System and Surveillance Infrastructure and Software including at Avigilon Systems at Hub location.
 - h) Server Rooms Temperature/Air flow and rack monitoring.
 - i) Server Rooms UPS equipment monitoring.
 - j) Support for VoIP desk phones and conference phones along with standard conference phones/fax lines and Future DR Cloud hosted 3CX VoIP Solution.
 - k) Coordinate support for NEC/IP Telephony systems including recording equipment.
 - l) Provide support and coordinate with Routematch, VIA Mobility, Avail, GTFS, Fleetwatch & TSI for NVRs and Cameras installed on the vehicles, Business Intelligence (BI) reporting, GFI Fare System and probs on the buses & maintenance department software.
 - m) Co-ordinate support for IT related issues for Keycard System, HVAC & Security Systems, as well as other vendors.
 - n) Disaster recovery planning, implementation & testing.
2. End-User Support – Provide NTD staff with timely support at the end-user level during regular weekday production hours, including emergency support outside of regular weekdays business hours as well as

weekends. The support options are required 24x7 basis from Monday-Friday during normal business hours and after hours and weekend support as per the Service Level Agreement Requirement (SLA).

- a) General I.T. hardware and software support for an office environment of roughly 25 users.
 - b) End user support for Windows workstations and laptops including but not limited to Lenovo, HP & Dell.
 - c) Printing support for various printers including but not limited to HP, Epson, Brother, Xerox, and Ricoh.
 - d) Restore files at the client's request using VEEAM and Cloud backups.
 - e) Software support for off the shelf vendors such as Microsoft Office and misc. desktop software.
 - f) Software support and coordination with 3rd party vendors and open source software such as On prem/Cloud Based Routematch Software, Transit Software, ADP Software, ADP Time Clocks, Sielox (Keycard/Security) Digital Signage, Fleetwatch, Fleet Management System, Sage Accounting, WordPress, GoDaddy/Network Solutions, Avigilon Systems Surveillance Infrastructure and Software Zoom, Teams and WebEx.
 - g) Security, Virus and Malware prevention.
 - h) Email connectivity on end user personal smartphones/tablets.
 - i) Support for setting up meeting rooms for connectivity and projectors on a need by need basis.
3. Procurement Assistance – Provide assistance to NTD for the procurement of I.T. hardware, software, and 3rd party technical support, provide and approve technical specifications and equipment recommendations.
 4. Keep up with technology advancements, assess and develop recommend future network infrastructure, systems, software upgrades, custom software solutions including support, procurement, development and implementation.

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

NTD reserves the right, in its sole discretion, to change this Scope of Services at any time during the term of the Agreement. The Consultant shall be paid for any work that meets the requirements of the Agreement and that is performed prior to the date of such change.

3. REQUIRED SKILLS AND EXPERIENCE

The following are the minimum necessary qualifications for Respondents to this RFP. Any Proposal that does not meet the minimum requirements may be automatically rejected.

1. Service Level Agreement

- a) 24x7 Contact Support
- b) 10 Minute Phone Response, 30 Minute Remote Management, 1 Hour Onsite response for Critical and priority issues.
- c) 30 Minute Phone Response, 1 Hour Remote Management, 6 Hour Onsite response for Standard priority issues.

2. Key Personnel Minimum Qualifications

- a) Desktop Computer Technician – Minimum of 1 year of experience in installing and configuring desktop computers.
- b) Systems Engineer – Minimum 4 years of experience in installing and configuring LAN and WAN equipment.
- c) Project Manager – Minimum 10 years of experience in project management and consulting related to Transit Industry, including knowledge of dispatching software, radio and telephone communications, tablets/MDTs, fleet and maintenance software, security and surveillance systems, facility technology

(overhead paging/announcement system, access control and automated HVAC control systems), accounting software, critical infrastructure, cyber security, and disaster recovering plan (plan/testing).

The Consultant shall provide the Services by personnel listed in its Proposal. Any changes in personnel will be subject to NTD's prior review and approval.

4. Additional Qualifications

The following are additional qualifications that NTD will consider in selecting a Respondent:

- Microsoft Partner
- Cisco & SonicWall Partner
- VMware Partner
- TrendMicro Partner
- Amazon Web Services (AWS) Partner
- Website Support

SECTION III - RESPONSE CRITERIA

1. SUBMISSION REQUIREMENTS

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

Proposers shall submit one (1) original-unbound, three (3) bound copies, and one (1) thumb drive of their proposal. The Proposal must include a cover letter, a table of contents, all Required Forms and Certificates (Exhibit A) must be completed and signed by an authorized representative, as well as a plan to carry out the Scope of Services Specifications outlined in this RFP.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. Appendices should provide information relevant to the proposal and not consist of Proposer's general marketing materials. The Proposal is limited to 40 - 8 ½ X 11 sheets/pages, font size shall be no smaller than 11 points. Required forms and certifications, and resumes are not considered part of the page limit. Proposers shall provide a Proposal which includes the required elements, both in content and sequence as set forth in this section.

2. TECHNICAL PROPOSAL

A. GENERAL REQUIREMENTS

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake and provide IT Services to the District as well as the particular staff that will be assigned to this engagement, in conformity with the requirements of this Request for Proposals.

The Proposer shall provide a narrative that addresses the services they are proposing as outlined in the Scope of Services. The narrative should show the Proposer's understanding of the District's needs and requirements and a detailed method of approach on how the Proposer will accomplish the requested Scope of Services. The narrative should indicate whether or not the Proposer can provide the services as described. The technical proposal should include a description of any additional services the Proposer provides or that it believes are necessary to the engagement described in this RFP.

The Proposer shall also present the case for the selection of the Proposer as the District's IT Services Consultant. Do not repeat the information provided above. Instead, use this opportunity to indicate the unique qualifications, experience, approach, background and other characteristics of the Proposer that make it the best choice for the District. Include any suggestions for innovative ideas or suggestions for ways to provide the Scope of Services in a convenient, efficient and cost-effective manner. The Proposer is encouraged to submit other information which may be pertinent to the evaluation of its Proposal.

B. FIRM'S STATEMENT OF QUALIFICATIONS

The Proposal must include a brief description of the firm and a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP. This statement should, at a minimum include a discussion of the availability of the resources necessary to perform the scope of services and the firm's capabilities. This section should establish the ability of the Proposer to satisfactorily perform the services and indicate the Proposer's experience in performing services to a governmental entity especially a transit agency.

The proposal must include a minimum of three (3) references for which the Proposer has provided professional services similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. References should be listed on the form provided in Exhibit A. Proposals should include a short narrative describing services performed for these references. Proposer shall ensure that contact names/telephone numbers are accurate. The District reserves the right to seek references beyond those provided by the Proposer, which may be used as part of the evaluation process.

C. STAFF QUALIFICATIONS AND EXPERIENCE

Indicate the total staff available and identify by name and title the key personnel who will be assigned to this Contract. Key personnel should be listed in order of their position of seniority and responsibility in the firm. Identify other specialists and the functions they will perform. Proposals shall describe the role each staff member would play in providing the Services. Clearly show the extent and nature of the involvement of the key team members who would provide the Services. Proposal should contain a separate appendix of resumes (or narratives) for key personnel outlining relevant qualifications, certifications held, educational qualifications, and business experience for the past three years.

Assigned staff and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, the District retains the right to approve or reject replacements. The Proposer should indicate how the quality of staff over the term of the agreement will be assured. The Proposer must certify that all named key personnel in the proposal are the Proposer's employees or subcontractors and shall perform the contract services.

3. COST PROPOSAL

The Proposer must complete the Cost Proposal Form included in Exhibit A. Proposer must specify all costs and fees to be charged to provide the services as stated in this RFP. If the Proposer has discounted rates for quasi-government agencies, such as the District, those rates should be identified. Cost information shall be completed for **each** service year (5 years total) in the format requested. The cost information shall include all costs, expenses and fees associated with the provision of Information Technology Services as identified in the specifications and stated in the scope of services. Failure to provide a cost proposal for all five years may result in the rejection of the Proposal.

4. AFFIRMATIVE ACTION PLAN

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

SECTION IV - PROPOSAL EVALUATION

1. EVALUATION PROCEDURES

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All Proposals received will be evaluated and scored by an Evaluation Review Committee. The District shall select the highest rated Proposal.

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

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

2. PROPOSAL

The Evaluation Review Committee shall evaluate and rank all Proposals from responsible and responsive Proposers for the purpose of determining any competitive range and to select a firm for potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated by a Proposer which do not cause the Committee to consider a Proposal outside of the competitive range, will be evaluated according to the respective evaluation criteria. In the event that a high volume of Proposals are received by the District, the District reserves the right to establish a set of minimum requirements to be used as an initial cut off point for assessing a Firm's capabilities. The District would then only consider the proposals that meet those minimum requirements for further evaluation based on the following criteria. The District reserves the right to request that one or more Respondents clarify, supplement, or modify the information submitted.

A. FIRM'S QUALIFICATIONS AND EXPERIENCE

Elements thereof include experience of Proposer providing services similar to those described in this RFP and a demonstrated understanding of System Support Services and End-User Support Needs. The years of experience of the Proposer serving governmental institutions especially transit agencies. Positive references provided to the District with similar scopes of services.

B. KEY PERSONNEL

The experience and qualifications of the key personnel who will be providing the services described in the RFP. The availability of staff and their responsibilities in the provision of this service; and adequacy, training and experience of personnel assigned. Also, a commitment to stay on the job, so experience gained in one year is retained and applied in subsequent years, is desirable.

C. WORKPLAN APPROACH

The Proposer's approach to providing I.T. System Support services and End-User Support Services listed in the Statement of Work above and approach in meeting the needs of District and of individual users. Proposers plan to tailor its services to meet the needs of NTD and its staff. Firm's plan to meet the minimum requirements and response time. Overall organization of tasks and resources, into timeframes that produce the deliverables within required deadlines.

D. COST PROPOSAL

The Cost Proposal will be evaluated independently. The District has crafted an Independent Cost Estimate derived from its past IT Services needs and will utilize the hourly/unit rates proposed to determine an overall annual cost of the services based on those rates. The District will award the most points to the firm that submits the lowest cost proposal and the least amount of points to the highest proposed cost. For each of the five years proposed, cost will be evaluated, and firms will be awarded points based on their position when ranked. Final score for this section will be the total of all points for all five years evaluated.

E. Final Score and Award

The overall final score for each Proposal will be obtained by summing the results from each section; Firm's Qualifications and Experience, Key Personnel, Workplan Approach, and Cost with a perfect final score being 100 points. NTD will award a contract to the offeror whose Proposal is most advantageous to, or that provides the "best value" to the District based on the evaluation criteria outlined in the RFP. NTD will base its determination of which Proposal represents the "best value" on an analysis of the technical factors and price or cost factors.

SECTION V - PROTEST POLICY AND 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
Matt Pentz
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 Matt Pentz, 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.

EXHIBIT A

General Information Form and Required Certificates

General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____ Years in Business: _____

Federal Taxpayer ID Number: _____ DUNS Number: _____

Organization is (check one):

Corporation Partnership Association Joint Venture Sole Proprietorship

Public Agency Quasi-Public Agency Other: (Explain): _____

If the organization is a corporation indicate the following:

Date of Incorporation: _____ State of Incorporation: _____

President's Name: _____

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

Date of Organization: _____

Name and address of all partners: _____

Organization's Authorized Representatives:

Contact for Proposal Questions, Name: _____

Title: _____ Phone: _____

Email Address: _____

Officer responsible for Contract Performance, Name: _____

Title: _____ Phone: _____

Email Address: _____

16. Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposals. The stated Proposal shall be firm for ninety (90) days from the due date for this Proposal. The Contractor hereby affirms that this Proposal is genuine, non-collusive, and not made in the interest of any person not herein named.

Authorized Signature: _____

Name (print): _____

Title: _____

Date: ____ / ____ / ____

COST PROPOSAL FORM

This form will be used with respect to the cost aspect evaluation of Proposals. The Proposer shall identify the hourly rates of the staff it will specifically provide for the Contract if awarded. The Proposer may choose to provide one hourly rate that will be applicable for all staff assigned to the Contract. The District currently averages approximately 205 hours of IT Services per month and identifies the minimum total service hours per year to be 2,100 hours and the maximum total per year 3,000 hours. Hours to billed in 15-minute increments.

Name of Organization: _____

Staff Member Name and Title or Function	Year 1	Year 2	Year 3	Year 4	Year 5
	Hourly Rates for each year must be provided				
Senior Engineer	\$	\$	\$	\$	\$
Engineer	\$	\$	\$	\$	\$
Desktop Tech	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Provide rates by position above, OR a fixed hourly rate for all staff available for the contract below.					
Fixed Rate for all Staff	\$	\$	\$	\$	\$

The above hourly rates shall include all incidental expenses of the Consultant, including but not limited to the costs of telephone calls, document binding, filing fees, express mail, delivery charges, courier service, photocopying, facsimiles, transportation, travel, automobile rental, taxicab fares, parking, meals, secretarial services, printing, photographs, renderings, maps, Internet, computer, overhead, administration, and other costs and charges incurred by the Consultant or any subcontractors. There should be no monthly fees billed to the District as all cost should be built into the hourly rate(s). Software, licensing, and equipment will be procured separately.

Signature: _____

Name: _____

Title: _____

Date: _____



References

1. Company: _____
Address/City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____
Description of Work Performed: _____

2. Company: _____
Address/City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____
Description of Work Performed: _____

3. Company: _____
Address/City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____
Description of Work Performed: _____

Affirmation of Authorized Representative

Name of Proposer: _____

Name of Authorized Representative: _____

Relationship to Proposer: _____

By signing below, on behalf of the Proposer, I declare that the Proposer has duly authorized me to make this certification and bind the Proposer's compliance. Thus, the Proposer agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Proposer affirms the truthfulness of this certification it has made, and acknowledges that the program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et. seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Proposer are true and correct.

Contractor's Authorized Official:

SIGNATURE: _____

TITLE: _____

DATE: _____

Certification of Eligibility

By signing below, the Proposer hereby certifies that neither it nor its "principals" is included on the U.S. Comptroller General's Debarred Bidders List.

1. The Proposer certifies to the best of its knowledge and belief that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
 - b) Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.
 - d) Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The prospective proposer also certifies that if, later it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to NTD.
3. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective primary participant shall attach and provide a written explanation to NTD.

The certification in this clause is a material representation of fact relied upon by NTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

(Check One) _____ I DO CERTIFY _____ I DO NOT CERTIFY

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: / / _____

Certification of Non-Collusion

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in this procurement document, designed to limit independent bidding or competition;

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

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

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: / / _____

Certification for Disadvantage Business Enterprise (DBE)

It is the policy of the Norwalk Transit District that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

The supplier or Proposer agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their Proposers shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

NTD has not established a DBE participation goal for work performed under this Contract by qualified Disadvantaged Business Enterprise firms. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror/Proposer non-responsive.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Please attach the names and addresses of any and all DBE eligible sub-proposers who will perform work on this project, and the approximate dollar amounts to be paid to them using the form on the following page. One form per DBE eligible sub proposer must be provided.

DBE Letter of Intent

Name of bidder's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

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

Affirmation

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

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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

Contractor's Statement on Sub-Contractors

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: _____

Printed Name: _____

Title: Date: _____

For (Company): _____

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I
_____ have also attached appropriate Disadvantage Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Lobbying Certificate

The undersigned 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____/____/____

EXHIBIT B

Draft Agreement

(All State and Federal Clauses, and Insurance Requirements)

Norwalk Transit District Information Technology Services Agreement

This Agreement is made as of the ____ day of _____ by and between the Norwalk Transit District (the "District"), a municipal corporation formed under Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes"), having its principal place of business at 275 Wilson Avenue, Norwalk, Connecticut 06854, and _____, a corporation licensed to do business in the State of Connecticut, having its principal place of business at _____, hereinafter referred to in this Contract as the Contractor.

Whereas, the District desires to engage the Contractor to provide Information Technology Services and the Contractor agrees to perform the services specified herein in accordance with all other terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises in this Agreement and other good and valuable consideration, Contractor and District agree as follows:

1. Engagement

The District hereby engages the Contractor and the Contractor accepts such engagement to perform those services ("Services") specified in detail by District in the Scope of Work ("SOW") set forth on Attachment 3, attached hereto and incorporated herein.

2. The District's Responsibilities

The District shall provide policy direction for the Services. It shall monitor the performance of the Contractor's work on the Services. The District will reimburse the Contractor for allowable Service costs in accordance with the provisions of this Agreement.

3. Services to be Performed

The Services to be performed under this Agreement by the Contractor shall be in conformity with the description of Information Technology Services and the District's requirements, set forth in the SOW on Attachment 3. The District has the right to modify the service area and work required, as deemed necessary in the best interest of the District.

4. Days and Hours of Service

The days and hours of service are determined in the sole discretion of District based on District's needs, defined in writing by District and set forth on Attachment 3.

5. Term

This Agreement shall have an effective date and commence on _____ with an initial term of two (2) years. The District has the right, at its sole discretion, to extend this Agreement through no more than three (3) option years. The District will provide a minimum of sixty (60) days written notice to the Contractor of its desire to exercise such option year(s). The provisions of the Agreement, as may be amended or modified, will remain in force during any option year(s). The Agreement will expire as of _____ unless it is extended by the exercise of such option years, or otherwise terminated in accordance with its provisions. The District has the right, at its sole discretion, to extend this Agreement.

6. Compensation

The District shall compensate the Contractor for the Services in accordance with the rates specified in the Contractor's Proposal, set forth on Attachment 4, attached hereto and incorporated herein. The District agrees to compensate the Contractor the maximum of _____ dollars (\$____) for the services in accordance with and subject to the Contractor's Proposal, Compensation for any additional services, if requested, shall be mutually

agreed upon in writing and signed by District and Contractor prior to the provision of any additional services. The rates set forth on Attachment 4 will remain in effect for the duration of this Agreement.

7. Payment Schedule

The Contractor shall furnish the District an invoice in a format approved by the District for the cost of Services rendered by the Contractor for each service request that is fulfilled. Invoices will be mailed or delivered to the District's address set forth above. The District shall pay the Contractor for work performed in accordance with the terms specified herein. All invoices shall be paid by District within forty-five (45) days of the invoice date. No requests shall be made for costs incurred prior to the effective date nor after the termination date of this Agreement.

8. Changes

It is recognized that the SOW is subject to modification. Accordingly, the District shall have the right to request changes within the general SOW to be performed by the Contractor, and the Contractor shall exercise all reasonable efforts to agree to perform such requested changes in as timely a manner as possible. In the event that any such change causes an increase or decrease in the cost of performing any of the Contractor's Services, the parties shall agree upon an equitable adjustment of the schedule, maximum payment amount, and line-item costs to the extent that they are affected by such change. The District reserves the right to change or otherwise alter the services outlined in the SOW 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.

9. State, Local Changes of Law

In the event that any change in State or Local law, rule or ordinance ("Legal Change") directly and solely causes a material increase in Contractor's costs of procuring insurance, employee benefits, an increase in the minimum wage, Contractor may make a written request for additional compensation on account of the same. Any such written request must be made within fourteen days from the date of such change, or the Contractor's right to make such request shall be irrevocably waived. If the Contractor makes a timely written request and proves to the satisfaction of the District that there has been a Legal Change, and such change has directly and solely caused a material increase in the Contractor's costs, the District and Contractor will in good faith negotiate a reasonable increase in the Contractor's compensation.

10. Personnel and Subcontracting

The Contractor shall not subcontract any portion of any work required for the completion of the Agreement without the prior written approval of the District. The Contractor shall utilize the Project staff and sub-contractors cited in its Proposal. All requirements imposed on the Contractor must be passed through to all subcontractors. The Contractor shall supply the District with a certified copy of any subcontract promptly after its execution. The Contractor shall furnish the District with a Certificate of Insurance (COI) showing that the subcontractors are carrying the proper insurance coverage. The District reserves the right to approve any changes to said Personnel and sub-contractors. The financial accounts of all such sub-contractors may be audited in the same manner as those of the Contractor.

11. Integrity

The Contractor hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's or State of Connecticut's list of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported contract.

12. Code of Ethics

The Contractor hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. E&A-10, Subject: Code of Ethics Policy", June 1, 2007.

13. Audits

The Contractor shall permit the authorized representatives of the District to inspect and audit all data and records of the Contractor at reasonable times relating to its performance under this Agreement through and until the expiration of three (3) years after the final payment under this Agreement. The Contractor shall ensure that all subcontractors are in compliance with the audit requirements set forth in Title 23, Section 172 CFR, as revised when retaining architects, engineers, and/or consultants.

14. Disclosure of Records

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to Freedom of Information Act and may be disclosed by the public agency pursuant to Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

15. Prohibited Financial Interests

No director, officer, or employee of the District, a constituent municipality of the District, or a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. Required Federal Clauses

The Contractor shall be required to perform the Services hereunder in accordance with all applicable FTA regulations and the terms and conditions of this Agreement. The applicable required contract clauses are attached hereto and incorporated herein as Attachment 1. The Contractor shall comply with all applicable USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F in the same manner and to the same extent as the District. Anything to the contrary herein notwithstanding, FTA mandated terms shall 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 grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

17. The Agreement

This Agreement consists of (1) this Document; (2) Federally Required Contract Clauses; (3) Required Forms and Certifications; (4) the Original Bid Document(s); (5) Contractor's Proposal; and (6) any other provisions referred to in this Agreement, if any. This Agreement represents the entire and integrated Agreement between the District and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Contractor.

18. Termination

The District may terminate this Agreement, in whole or in part, for its convenience and without cause with at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for convenience, the District shall be liable only for payment under the payment provisions of this Agreement for services satisfactorily rendered before the effective date of termination. If the Contractor fails, in the sole discretion of the District, to perform its services in accordance with any of the terms of the Contract Documents, the District may terminate this Agreement for cause by giving written notice

to the Contractor. Such termination shall be effective immediately, unless the District states otherwise in its notice of termination. In such event, the Contractor shall be paid only for services performed to the satisfaction of the District, subject to the District's withholding of the value of any damages sustained by the District due to any default by the Contractor. In the event that any termination made pursuant to this paragraph is subsequently shown to have been without cause, such termination shall be deemed and constitute a termination for convenience and therefore shall not constitute a breach of contract by the District.

19. Indemnification and Insurance

The Contractor shall indemnify and hold harmless the District, the directors, officers, employees, and agents of the District, from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives. Notwithstanding anything contained herein to the contrary, neither party shall be liable for any indirect, incidental, special or consequential damages, whether in contract or tort (including negligence and strict liability) resulting from its performance or failure to perform under this Agreement, including but not limited to loss of anticipated profits or benefits, even if such party has been advised of the possibility of such damages.

The Contractor will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of this Agreement and those performed for the Contractor by its subcontractors, the following minimum insurance coverages from an insurance company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect, defend and indemnify the Norwalk Transit District (the 'District) from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable. A Certificate of Insurance with the District named as an additional insured party shall be supplied to the District prior to the commencement of service.

A. Commercial General Liability Insurance. Contractor shall provide a commercial general liability insurance policy including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, naming Norwalk Transit District as additionally insured which shall be primary and non-contributory to any insurance carried by the District, and cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent Contractors; (4) blanket contractual liability for all insured contracts; (5) contractual liability covering the indemnities in this Contract; and (6) waiver of subrogation in favor of the District.

B. Commercial Automobile Liability Insurance. Contractor shall provide commercial automobile insurance with a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. Such coverage shall also include hired and nonowned automobile coverage. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

C. Workers' Compensation Insurance. Contractor shall provide workers' compensation and employer's liability insurance with respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, and as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively. Limits shall be no less than One Million Dollars (\$1,000,000) each accident by bodily injury; One Million Dollars (\$1,000,000) each accident by disease; and a policy limit of One Million Dollars

(\$1,000,000). Such policy shall contain a “waiver of our right to recover from others endorsement” in favor of the District.

D. Umbrella Liability Insurance. Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the District.

E. Cyber Liability Coverage is to be provided for 1st and 3rd party coverage with the following minimum limits:

- Cyber Multimedia, Privacy and Network Security Liability, Privacy Regulatory Defense and Penalties: \$1,000,000 each claim/ \$1,000,000 aggregate.
- Liability for Breach Event Costs and Post Breach Event Remediation: \$1,000,000 each claim/\$1,000,000 aggregate.
- Cyber Extortion: \$1,000,000 each claim/\$1,000,000 aggregate
- Cyber Crime including Phishing, Telecommunications and Financial Fraud: \$250,000 each claim/ \$250,000 aggregate.
- PCI Payment Card Loss: \$250,000 each claim/\$250,000 aggregate.
- For Claims Made Coverage, the retroactive date must be prior to the commencement of the work and continue in force for two years after completion.

F. Errors/Omission: Professional Liability. Contractor shall provide, errors & omissions coverage covering the contractor’s professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate and maintain such policy for the duration of the project.

In conjunction with the above, the Contractor agrees to furnish to the District prior to commencement of the work, a Certificate of Insurance fully executed by an insurance company or companies describing the coverage and providing that the insurer shall give the District written notice at least ten (10) days in advance of any termination, expiration or changes in coverage. Prior to the termination or lapse of any such insurance coverage, the Contractor shall submit a similar additional certificate of insurance to the District. Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy or policies shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All such insurance coverages shall name the District as an additional insured except for Workers' Compensation Insurance coverage, provide a waiver of subrogation and such insurance shall be primary and non-contributory.

20. Force Majeure

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation (except payment of money) is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. Each party shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the Services under this Agreement. In any event that either party is prevented or delayed in the performance of its obligations by reason of such Force Majeure, there shall be an equitable adjustment of the schedule, maximum payment amount, and line-item costs.

21. Dispute Resolution

The parties hereby agree that only for disputes that arise between Contractor and District concerning a claim for breach of the obligation to pay fees such disputes be submitted to final and binding arbitration before a single arbitrator pursuant to the Commercial Arbitration rules of the American Arbitration Association, such arbitration

proceeding to be held in Connecticut. The submission for arbitration shall be made by either party not later than the sixtieth (60th) day following the filing of a claim by Contractor or District. The parties shall share the costs of such arbitration proceeding equally and they agree that any arbitration award shall be final and binding.

22. Compliance with Laws and Regulations

Contractor agrees to comply with all state, county, municipal, and other local laws, rules and regulations including but not limited to the Immigration Reform and Control Act of 1986 which are now or may in the future become applicable to Contractor and Personnel.

23. Certificate of Compliance

At any time at the request of the District, the Contractor shall submit to the District a certificate of an appropriate officer of the Contractor which indicates compliance with the provisions of this Agreement and which has attached copies of any documents in support of the certification. If requested by the District, such certification shall be on a form provided by the District.

24. Connecticut Required Contract/Agreement Provisions (SEEOR)

Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, are incorporated as a material term, and the Contractor shall be required to include this requirement in any of its subcontracts, SEEOR attached hereto and incorporated herein.

25. Executive Order

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Daniel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, the District shall provide a copy of these orders to the Contractor.

26. Independent Contractor

Contractor's relationship with District is that of an independent contractor, and nothing in this Agreement shall be construed to designate Contractor, or any of its employees, as employees, agents, joint ventures, or partners of District. Contractor shall exercise its own discretion over the method and manner of performing its duties and District will not exercise control over Contractor, its employees, equipment or facilities except insofar as may be necessary to ensure performance and compliance with this Agreement. None of the benefits of District's employees are available to Contractor's employees.

27. Assignment

The District and the Contractor each binds itself, its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the District nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld. Any attempt to assign this Agreement without consent shall be void.

28. Authority

Each person signing this Agreement on behalf of a party hereto represents and warrants that such person has full authority to enter into this Agreement on behalf of that party.

29. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic PDF transmission shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall become effective upon execution and delivery of the signature page by each party hereto as herein provided.

30. Captions

The captions herein are provided for convenience only and shall not affect or determine the parties' substantive rights under this Agreement.

31. Severability

In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the parties agree to negotiate in good faith to modify this agreement so as to effectuate their original intent.

32. Notices

All notices required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by first class mail or hand delivered or sent via a recognized national overnight delivery service to:

If to Contractor:

Attn:

If to District:

Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06854
Attn: Matt Pentz, CEO

33. Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut. Except for disputes governed by Paragraph 13 hereof, the parties agree that the courts of Connecticut shall have exclusive jurisdiction over any dispute arising hereunder.

In Witness Whereof, the parties hereto have set their hands and seals on the day and year indicated below.

Norwalk Transit District:

By: _____ Date: _____

Matt Pentz
Chief Executive Officer

Witness:

_____ Signature
Print Name

Contractor

By: _____ Date: _____

Name
Title

Witness:

Print Name

Signature

**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 PR1273 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 applicants may be referred to the Company for employment consideration.

If 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 has 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 ensure 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 provisions 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 go 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 limits 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.

**Norwalk Transit District
Information Technology Services Agreement
Attachment 1**

Federal Clauses

1. No Government Obligation to Third Parties

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

2. False of Fraudulent Statements or Claims

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

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

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

3. Access to Third Party Contract Records

a. Record Retention

The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records

The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance

The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

4. Changes to Federal Requirements

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 NTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. NTD shall notify the Contractor of these changes as they may arise. The Contractor's failure to so comply shall constitute a material breach of this contract.

5. Termination

a. Termination for Convenience

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

b. Termination for Default

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

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

c. Opportunity to Cure

NTD, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach

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

e. Termination for Convenience or Default

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

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

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

6. Civil Rights

NTD is an Equal Opportunity Employer. As such, NTD agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, NTD agrees to comply with the requirements of 49 U.S.C. 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. Nondiscrimination

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

b. Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to

ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Age

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

d. Disabilities

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

7. Disadvantage Business Enterprise

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

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. § 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities;
and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. § 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. NTD shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, NTD may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the NTD.

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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the District deems appropriate, which may include, but is not limited to:

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

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

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

8. Incorporation of Federal Transit Administration (FTA) Terms

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

9. Government-Wide Debarment and Suspension

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

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid, proposal, or contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by NTD. If it is later determined by NTD that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to NTD, the Federal Government may pursue available remedies, including but not limited to suspension

and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Violation and Breach of Contract

NTD shall have the following rights in the event that NTD deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to terminate this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include:

1. Failure to perform the tasks specified in this contract;
2. Substituting professional labor other than that proposed in the project proposal without the expressed prior approval of NTD;
3. Failure to provide the goods or services in the proper quantities or to the specifications in the purchase documents without the express consent of NTD prior to delivery;
4. Failure to perform in a manner that meets the standards of the industry; or
5. Failure to comply with the Federal or State terms and conditions imposed by this contract.

a. Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by NTD, the Contractor expressly agrees that no default, act or omission of NTD shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless NTD directs Contractor to do so) or to suspend or abandon performance.

b. Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, NTD will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before NTD takes action contemplated herein, NTD will provide the Contractor with sixty (60) days written notice that NTD considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

c. Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the NTD Director of Capital Projects. This decision shall be final and conclusive on the parties unless, within 10 days from the date of receipt of its copy, the Contractor mails or otherwise

furnishes a written appeal to the NTD Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

d. Performance during Dispute

Unless otherwise directed by NTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

e. Claims for Damages

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

f. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NTD and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Connecticut.

g. Rights and Remedies

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

11. Lobbying Restrictions

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

12. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

1. It will not use any violating facilities;

2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. PATENT RIGHTS AND RIGHTS IN DATA (Intellectual Property Rights)

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a) Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

14. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. State, Territorial, and Local Law

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the Contractor must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus, if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the Contractor to violate any State, territorial, or local law, regulation, or ordinance, the Contractor agrees to notify FTA immediately in writing. Should this occur, FTA and the Contractor agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

16. Prompt Payment

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

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

17. Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

17. Prohibition on Certain Telecommunications and Video Surveillance Services Equipment

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115232, section 889 for additional information.

d. See also \$200.471.

**Norwalk Transit District
Information Technology Services Agreement
Attachment 2**

Required Form and Certifications

**Norwalk Transit District
Information Technology Services Agreement
Attachment 3**

**Norwalk Transit District Request for Proposals
Information Technology Services**

**Norwalk Transit District
Information Technology Services Agreement
Attachment 4**

Contractor's Proposal for IT Services