

NORWALK TRANSIT DISTRICT
275 Wilson Avenue
Norwalk, Connecticut 06854



Invitation for Bids
IFB # 2023-02
Vehicle Tire Lease
Issued by Norwalk Transit District

Bid Opening
March 27, 2023

Tire Lease Contract
TABLE OF CONTENTS

- 1.0 BIDS RECEIVED**
- 2.0 SEALED BIDS**
- 2.1 PROJECT SCHEDULE**
- 3.0 AUTHORIZATION OF BID**
- 3.1 AUTHORIZED SIGNATURE**
- 4.0 BID FORMAT**
- 4.1 BID FORMS**
- 5.0 APPROVED EQUALS**
- 5.1 BRAND NAMES**
- 5.2 APPROVED EQUALS**
- 6.0 PROTEST PROCEDURES**
- 7.0 ADDENDUM**
- 8.0 BIDS WITHDRAWAL**
- 9.0 BID REJECTION**
- 10.0 BID EVALUATION/QUALIFICATION FOR AWARD**
- 11.0 BID AWARD**
- 12.0 BIDS ACCEPTED**
- 13.0 REMEDIES/SANCTIONS FOR BREACH OF CONTRACT**
- 14.0 CONTRACT SUBLETTING**
- 15.0 CONTRACT DOCUMENTS**
- 15.1 CONTRACT CHANGES**
- 16.0 INDEMNIFICATION**
- 17.0 PROPRIETARY RIGHTS/RIGHTS IN DATA**
- 18.0 APPLICABLE LAW**
- 18.1 NON-DISCRIMINATION**
- 19.0 TAX EXEMPTION**
- 20.0 USE OF NORWALK TRANSIT DISTRICT'S NAME IN ADVERTISING AND PUBLIC RELATIONS**

21.0 BIDDERS RESPONSIBILITY

22.0 COMPLIANCE WITH SCOPE OF WORK

23.0 PRICING

24.0 TERMS OF PAYMENT

25.0 INSURANCE

26.0 CORRESPONDENCE

SCHEDULE A – OUTLINE OF SCOPE OF SERVICES

SCHEDULE B – PRICING

SCHEDULE C – FTA CLAUSES AND STATE REQUIREMENTS

FORMS AND CERTIFICATES

BUY AMERICA CERTIFICATION
CERTIFICATION OF CONTRACTOR DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
NON-COLLUSION AFFIDAVIT
CERTIFICATION OF COMPLIANCE WITH RESTRICTIONS ON LOBBYING
ACKNOWLEDGEMENT OF ADDENDA
COMPLIANCE WITH THE SCOPE OF WORK
LIST OF SIMILAR CONTRACT/REFERENCES
REQUEST FOR APPROVED EQUALS
DBE APPROVAL CERTIFICATION

APPENDIX

NTD MILEAGE REPORTS

SUMMARY STATEMENT

Norwalk Transit District is requesting bids in accordance with the enclosed specifications to obtain bids for the furnishing of special mileage radial tires, stems and necessary supplies on a lease basis for our fixed route service bus fleet. **THIS WILL BE A FIVE (5) YEAR PROCUREMENT.**

NOTE: All events and requirement times stated in this Invitation for Bid refer to local time in Norwalk, Connecticut, USA

Procuring Entity

IFB Number: 2023-02
Issue Date: March 27, 2023
Procuring Entity: Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06584
Procurement Specialist: Lori Hammill
Telephone No: (203) 299-5162
Email: lhammill@norwalktransit.com

1.0 BIDS RECEIVED

Norwalk Transit District (“NTD”) is interested in receiving bids from responsible individuals and / or firms interested in furnishing special mileage radial tires, stems and necessary supplies on a mileage rental basis for our fixed route services bus fleet. Bids will be received by Norwalk Transit District, 275 Wilson Avenue, Norwalk, CT 06584, in accordance with the scopes of work, instructions, and conditions until **2:00 p.m., April 27, 2023**, at which time all bids properly received and in proper form shall be publicly opened and read aloud. Attendance is not required.

Bids received prior to the advertised hour of opening will be kept securely sealed. Any bids received after the time to which reference is made will not be considered.



Norwalk Transit District has prepared and attached to these instructions the required forms to be submitted with the bid. The bid and all other accompanying documents or materials submitted by the bidder will constitute part of the bid package.

2.0 SEALED BIDS

Envelopes containing the bids package must be sealed and addressed as follows:

Lori Hammill, Chief Compliance Officer
Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06854

ONE (1) ORIGINAL AND ONE (1) COPY OF THE BID ARE TO BE SUBMITTED.

Bids shall indicate ***Original IFB*** on price sheet.

Envelope to be identified in the lower left corner as follows:

NORWALK TRANSIT DISTRICT-TIRE LEASE PROCUREMENT, IFB# 2023-02
Item(s) Enclosed: One (1) Original, One (1) Copy
Bid Opening Date: April 27, 2023

2.1 PROJECT SCHEDULING

The following schedule will be adhered to with regard to the Invitation for Bids:

IFB Announcement	March 27, 2023
Bid Solicitation (available for pickup)	March 27, 2023
Approved Equals/Clarification Request	April 7, 2023
Approved Equals/Clarification Response	April 12, 2023
Bid Opening	April 27, 2023
Issue Notice of Award	May 26, 2023

3.0 AUTHORIZATION OF BID

If an individual doing business under an assumed name makes the bid, the bid shall so state. If the bid is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and one member shall sign the bid thereof. If a corporation makes the bid, an authorized officer shall sign it in the corporate name. If the bids are made by a joint venture, the full name and address of each member of the joint venture shall be given and each venture shall sign the bid. The forms are included and they are to be filled out and submitted with the bid.

3.1 AUTHORIZED SIGNATURE

The authorized signature block found on any document in connection with this procurement and/or its resulting contract must always be signed on the bidder's or contractor's behalf by an individual who is authorized to bind the bidder or contractor to all statements, services and prices contained therein.

4.0 BID FORMAT

The bidders shall specify in their bid the section(s) they are responding to and if they are meeting the stated technical scope of work. It is required that all bidders follow the bids format and include the following specific information.

4.1 BID FORMS

Your bid must be submitted on a price form. The price form shall include all elements of cost for providing the proposed service(s). If needed, please provide additional price documentation on a separate sheet.

The following documents are to be completed by the bidder and must be submitted with the bid:
(SOME FORMS PROVIDED)

*Cover Letter

(FORMS PROVIDED-BEGIN)

*FTA Procurement Compliance Forms as Directed

*State of CT Compliance Forms as Directed

*Acknowledgment of Addenda

*Compliance with Scope of Work

*List of Similar Contracts/References

*Price Form

(If needed, please provide additional price documentation on a separate sheet)

(FORMS PROVIDED-END)

All names on the bid shall be typed or printed below the signatures. Bids must include the required forms provided. Bids submitted on any other form may be considered non-responsive and may be rejected. Any erasures, corrections or other changes appearing on the bid form must be initialed and dated by the person signing the bid.

All documents to be submitted with the bid must be properly signed where specified.

5.0 APPROVED EQUALS

Note: Please use attached approved equals form at end of this bid solicitation.

5.1 BRAND NAMES

Wherever brand, manufacturer or service names are used, they are included only for the purpose of establishing a description of minimum quality of the service. This inclusion is not to be construed as advocating or prescribing the use of any particular brand or item or service. Wherever such names appear approved equals or better will be accepted. Bidders must request, in writing from Norwalk Transit District an approved equal of their service being proposed if different from that being specified.

5.2 APPROVED EQUALS

If a potential bidder(s) feel(s) that his/her service is an equal to the service specified, he/she must submit a written request to Norwalk Transit District.

Request for approved equals, clarification of scope of work, and protest of scope of work must be received by Norwalk Transit District in writing by April 7, 2023. Any request for an approved equal or protest of the scope of work must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the scope of work requirement. The bidder(s) must demonstrate the equality of the substitute service to Norwalk Transit District and must furnish sufficient information to enable Norwalk Transit District to determine whether the bidder(s) service is or is not equal to the specified. A notice of approved equals shall be furnished to all parties receiving a scope of work so those bidders may submit their bid accordingly.

6.0 PROTEST PROCEDURES

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

NORWALK TRANSIT DISTRICT has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, 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, CEO
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.

7.0 ADDENDUM

NTD reserves the right to revise or amend the specifications any time prior to April 12, 2023. Any changes in these instructions, the general conditions or scope of work, or other requirements will be accomplished by an addendum in writing, sent to all prospective bidders. All such addenda shall become a part of the contract. Each prospective bidder is required to acknowledge receipt of all addenda in writing. Failure to acknowledge receipt of all addenda may cause the bids to be considered non-responsive, and therefore, rejected.

8.0 BIDS WITHDRAWAL

Each and every bidder who submits their bid specifically waives any right to withdraw it except as hereinafter provided. Bidders will be given permission to withdraw any bids after it has been deposited with Norwalk Transit District provided bidder makes his request by telephone, email or in writing, twenty-four (24) hours before the due time. Request pertaining to withdrawal by telephone or email must be confirmed in writing by the bidder and must reach the office of the Chief Compliance Officer of Norwalk Transit District not later than one (1) hour prior to the time fixed for submission of bids.

No bidders may withdraw their bid within sixty (60) days after the date fixed for bids opening.

9.0 BID REJECTION

Norwalk Transit District reserves the right to waive any minor bids informalities or irregularities received which do not go to the heart of the bids or prejudice other bidders, or to reject, for good and compelling reason, any and all bids submitted. Conditional bids, or those which take exception to the general conditions, scope of work, or to other contract requirements may be rejected. When a bid shows evidence of unbalanced bid (i.e., some of the items represent nominal prices while others are grossly inflated) such bids may be deemed non-responsive.

10.0 BID EVALUATION/QUALIFICATION FOR AWARD

- (a) Bids will be awarded to the most responsive and responsible bidder.
- (b) Consideration will be given to Bidder's previous experience, price, financial responsibility of bidders, responsiveness to this scope of work, including level of participation for DBE's.
- (c) Bidders may be required to submit statements of their financial responsibility, qualifications and performance records before contract can be awarded to them. Norwalk Transit District shall have the right to conduct a pre-award survey of each bidder.
- (d) Have the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the time required.
- (e) Norwalk Transit District reserves the right to conduct a price analysis for any purchase. NTD may be required to perform a price analysis when competition is lacking for any purchase. Sole source procurement or procurement which results in a single bid being received will be subjected to a cost or price analysis which will include the appropriate verification of cost data, the evaluation of specific elements of cost and the projection of the data to determine the effect on bid prices.
- (f) Norwalk Transit District may require a pre-award audit and potential contractors shall be prepared to submit data relevant to the bid work which will allow Norwalk Transit District to sufficiently determine that the bid price is fair, reasonable and in accordance with federal, state and local regulations.
- (g) Procurement resulting in a single bid will be treated as a negotiated procurement and Norwalk Transit District reserves the right to negotiate with a single bidder to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, NTD reserves the right to reject the single bid.

11.0 BID AWARD

In order for a bidder to be eligible to be awarded the contract, the bid must be responsive to the solicitation and Norwalk Transit District must be able to determine that the bidders are responsible to perform the contract satisfactorily.

Norwalk Transit District prefers to award a **single** contract for all items listed to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids.

Bid must remain in effect ninety (90) days from the bid opening. Conditional bids, or those which take exception to the general conditions, scope of work, or to other contract requirements may be rejected.

Norwalk Transit District reserves the right to withdraw this request at any time without prior notice or to postpone the bid opening for its own convenience. Norwalk Transit District makes no representations that any agreement will be awarded to any bidder responding to this request. Norwalk Transit District reserves the right to reject any and all bids responding to this invitation without indicating any reason for such rejections. Norwalk Transit District reserves the rights nevertheless, to accept the bid other than the lowest, if it determines that Norwalk Transit District's interest will be best served by doing so, or to reject all bids or parts of bids received.

Bids, which contain prices on services neither specified nor granted approved equal status, will be rejected.

12.0 BIDS ACCEPTED

Each bid will be submitted with the understanding that the acceptance in writing by Norwalk Transit District of the offer to furnish any or all items described therein, shall constitute a contract between the bidders and Norwalk Transit District. This shall bind the bidders on his/her part to furnish and deliver at their bid price, and in accordance with conditions of said accepted bids, the scope of work.

13.0 REMEDIES/SANCTIONS FOR BREACH OF CONTRACT

Without limiting in any manner other remedies or damages to which Norwalk Transit District may be entitled in law or equity and/or under this contract in the event of a **material** breach by the contractor or failure by the contractor to satisfactorily complete work it contracts to do herein, Norwalk Transit District shall be entitled to recover the full amount of its **excess** cost which are related to in any manner to soliciting a new bid or bids, which include all or any portion of the work the contractor has agreed to perform under this contract.

14.0 CONTRACT SUBLETTING

No contract may be assigned, sublet or transferred without the express written consent of Norwalk Transit District.

15.0 CONTRACT DOCUMENTS

Any changes in this contract shall be submitted to Norwalk Transit District **and bidder** for its approval and Norwalk Transit District will make the change by written contract modifications.

NTD will allow the successful bidder's industry standard lease contracts as currently operating under, to be submitted as part of the bid.

15.1 CONTRACT CHANGES

Any changes in this contract shall be submitted to Norwalk Transit District for its approval and Norwalk Transit District will make the change by written contract modifications. Norwalk Transit District by written order and without notice to the sureties may make changes within the general

scope of the contract. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. The contractor of the notification of change must assert any claim by the contractor for adjustment under this clause within thirty (30) days from the date of receipt. If Norwalk Transit District decided that the facts justify such action, it may receive and act upon any such claim asserted at any time prior to final payment under this contract. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any contractor- initiated specification change not properly ordered by written modification to the contract and signed by NTD.

16.0 INDEMNIFICATION

The contractor shall indemnify, save, defend and hold harmless Norwalk Transit District and their officers, agents and employees free of all losses, damages, claims and expenses in any wise arising or resulting from the actions and omissions of the Contractor, its employees, agents or contractors in the performance of its services hereunder.

17.0 PROPRIETARY RIGHTS/RIGHTS IN DATA - (DISREGARD)

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

The procuring agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for its purposes.

1. Any subject data, required to be developed and first produced in the performance of the contract and specifically paid for as such under the contract, whether or not a copyright has been obtained; and
2. Any rights of copyright to which the contractor, subcontractor or supplier purchase ownership for the purpose of performance of the contract and specifically paid for as such under the contract.

The contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the contract.

18.0 APPLICABLE LAW

The contract shall be construed and governed in accordance with the law of the State of Connecticut. All actions whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the contract shall be instituted and litigated in the Courts of the State of Connecticut, located in Fairfield County, and in no other. In accordance therewith, the parties to this contract submit to the jurisdiction of the Courts of the State of Connecticut located in Fairfield County.

18.1 NON-DISCRIMINATION

The contractor who is the recipient of NTD funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be

contrary to the public policy. The bidder agrees to fully comply with the federal mandates of the Americans with Disabilities Act. The bidder further agrees that this article will be incorporated by the bidder in all contracts entered into with suppliers of materials, services, subcontractors and all labor organizations, furnishing skilled, unskilled and craft union connection with this contract.

19.0 TAX EXEMPTION

Purchaser is exempt from payment of all Federal, State and local taxes in connection with the project. Said taxes must not be included in bid prices. Purchaser will provide necessary tax exemption certificates to manufacturer upon request.

20.0 USE OF NORWALK TRANSIT DISTRICT'S NAME IN ADVERTISING AND PUBLIC RELATIONS

Norwalk Transit District reserves the right to review and approve Norwalk Transit District related copy prior to publication. The contractor shall not proceed with Norwalk Transit District related copy to be published in the contractor's advertisement or public relations program until submitting Norwalk Transit District related copy and receiving prior written approval from Norwalk Transit District. The contractor shall agree that material published about or referring to Norwalk Transit District and its equipment shall be factual and in no way imply that Norwalk Transit District encourages the contractor's firm or service.

21.0 BIDDERS RESPONSIBILITY

It is the intent of these scope of work to provide for goods and services of first quality, and the workmanship must be the best obtainable in the various trades.

The bidders shall assume responsibility for all materials used in the bid item whether the vendor manufactures the same or purchased ready-made from a source outside the Bidder's company.

22.0 COMPLIANCE WITH SCOPE OF WORK

The successful bidder shall certify that the services furnished under the contract shall fully comply with the scope of work attached hereto.

In the event any materials or services furnished by the bidder does not fulfill the intention of these scope of work or do not comply with the specification conditions and requirements as accepted by the bidder, said materials or services shall not be considered as being delivered and the assessment for liquidated damages set forth shall apply and be enforced.

23.0 PRICING

The price in any bid submitted shall include all labor, materials, equipment, and other cost necessary to fully complete any or the entire bid.

24.0 TERMS OF PAYMENT

Unless other payment arrangements are agreed upon, payment shall be net thirty (30) days after receipt of invoice.

Bidder's invoice for services shall reflect:

- Purchase order number
- Delivery date of service
- Description of work performed
- Total invoice amount

25.0 INSURANCE **IMPORTANT**

****Insurance Requirements: \$1,000,000.00 (One Million Dollars)****

If requested by Norwalk Transit District the bidder shall furnish satisfactory proof of insurance that may be required. On each policy of insurance required hereunder, Norwalk Transit District, shall be named as additional insured.

In addition, the bidders shall maintain in effect at all times during the performance of work under this contract workmen's compensation insurance as required by state law.

****Insurance Requirements: \$1,000,000.00 (One Million Dollars) ****

Unless specific requirements are listed below, the bidder shall obtain and thereafter maintain and pay the premiums for insurance of the types and the limits that it deems sufficient for its protection.

Additional insurer required by contract should be automatically included in all of the Bidder's insurance programs:

Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06854

In any event, the bidder shall maintain and pay the premiums for insurance of the types and in the limits of not less than the following:

- 1) a) Worker's Compensation of not less than \$1,000,000.00
b) Employer's Liability Insurance endorsed with a Broad Form All States Coverage, which shall cover all the Bidder's employees engaged in the performance of the works. This coverage should not be less than 1,000,000.00
- 2) Comprehensive. General Liability Insurance Coverage with limits not less than required
Umbrella Liability Insurance below and covering at least:
 - a) Operations – Premises Liability
 - b) Independent Contractor's Liability
 - c) Broad Form Contractual Liability covering the bidder's obligations.
 - d) Completed Operations Liability
 - e) Personal Injury Liability including claims arising from employees of the Bidder.
 - f) Broad Form Property Damage Liability
- 3) Excess and Umbrella Liability Insurance in excess of 1) (b), and 2) above of not less than \$3,000,000.
- 4) All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A: VI, as shown in the current issue of Best Key Rating Guide Property-Casualty
- 5) Proof that such insurance coverage exists shall be furnished to NTD before the Bidder commences any of the parts of the work of the Contract. The Bidder agreed that if any policy of insurance is in effect in such manner as to affect the insurance called for herein, 30 days notice in writing shall be given to NTD prior to any such change or cancellation.

- 6) The Bidder shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of and the Bidder's performance of this Contract. The Bidder shall indemnify NTD for fines, penalties and corrective measures that result from the acts of commission or omission of the Bidder, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- 7) NTD will give to the Bidder prompt notice in writing of the institution of any suit or proceeding and permit the Bidder to defend same, and will give all needed information, assistance, and authority to enable the Bidder to do so. The Bidder shall similarly give NTD immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Bidder shall furnish immediately to NTD copies of all pertinent papers received by the Bidder.
- 8) The Bidder shall require its subcontractors, if any, to obtain an amount of insurance coverage, which is deemed adequate by the Bidder. The Bidder shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the Bidder.
- 9) NTD reserves the right to inspect in person, prior to commencement of the work, all of the Bidder's insurance policies in regard to insurance required herein.

26.0 CORRESPONDENCE

In cases where communication is required between bidders and Norwalk Transit District, such as further information, furnishing of scope of work, or obtaining approval of proposed service, such communications from bidders shall be forwarded directly to Lori Hammill, Chief Compliance Officer, 275 Wilson Avenue, Norwalk, CT 06854. Telephone Number: (203) 299-6162, or Email: lhammill@norwalktransit.com.

Note: The bid number, IFB #2023-02, must be shown on all correspondences.

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SCHEDULE A – SCOPE OF SERVICE

INTENT

It is the intent of these specifications to obtain bids for furnishing of special mileage radial tires, stems and necessary supplies on a mileage rental basis for our fixed route service's bus fleet.

THIS WILL BE A FIVE (5) YEAR PROCUREMENT.

PRESENT LEASE AND "RUN OUT"

At present, Norwalk Transit District is leasing all mileage tires from Bridgestone. If the selected contractor for this service is not Bridgestone, Norwalk Transit District reserves the right to "run out" existing tires over the thirty six month period beginning with the start of this contract. In the case of such "run out", it is required that the new contractor will provide all services to newly-installed as well as all "run out" tires.

DELIVERY AND PICKUP OF TIRES

Delivery shall be F.O.B., destination, freight prepaid to Norwalk Transit District. Hours of delivery are 8:00 a.m. through 4:00 p.m., Monday through Friday, except on holidays. Bidder shall include freight or delivery charges to Norwalk Transit District in the total price of their bid.

Delivery Contact Person: TBD

Delivery Address: Norwalk Transit District, 275 Wilson Avenue, Norwalk, Connecticut, 06584.

Delivery of all tires shall be at the cost of the tire contractor and the trucking company shall provide assistance when loading or unloading tires.

Norwalk Transit District shall provide adequate space for the storage of a limited number of tires as specified by Norwalk Transit District.

The contractor shall be responsible for the removal of all contractor's scrap tire casings when they are no longer fit for service.

Tires shall be delivered within **THIRTY (30)** calendar days of placing an order.

DISPOSAL SPECIFICATIONS

Prepare manifest, labels and supply certificates of receipt of disposal for regulated record keeping. Please describe in detail how the transportation and disposal will take place.

Vendor must be in compliance with all Federal, State and local regulations pertaining to the transportation and disposal of all tires.

DISPOSAL OF TIRES OR REMOVED FROM SERVICE

If any of NORWALK TRANSIT DISTRICT's buses equipped with contractors leased tires are disposed of or removed from service, those tires shall be removed by NORWALK TRANSIT DISTRICT and used on other buses. If requested by NORWALK TRANSIT DISTRICT, and where practicable by contractor, contractor shall provide tires for NORWALK TRANSIT DISTRICT that have no value. NORWALK TRANSIT DISTRICT will give the Contractor advance notice of disposal of vehicles so Contractor has an opportunity to minimize spare stock. The NORWALK TRANSIT DISTRICT shall purchase the remaining value on each tire (including spares) that cannot be used on another vehicle at the rate to be computed as specified in "Loss and Abuse of Tires."

NEW BUSES

During this contract period, NORWALK TRANSIT DISTRICT will have the option of purchasing additional buses through the year 2023. NORWALK TRANSIT DISTRICT will have the option of purchasing these buses with new tires equipped from the manufacturer or to require the contractor to deliver purchased or leased tires – FOB destination (Freight On Board) – freight paid by contractor – to the North American plant of the bus manufacturer.

TIRES

The tires furnished shall be new, original tread radial ply, special transit mileage tubeless tires designed for urban transit service, currently produced and in use. The tires shall meet the sizing specifications outlined in Tire Types below. They shall have a minimum load range H, 16 ply rating. All tires furnished shall be capable of being recapped and grooved. All tires furnished must meet or exceed all Federal, State and local laws, ordinances and regulations.

At no time shall any tire remain in service on NORWALK TRANSIT DISTRICT buses with less than 6/32 (front-winter months) and 8/32 (rear-winter months) and 4/32 (front-summer months) and 6/32 (rear-summer months) of an inch tread depth when measured in a major tread groove. The contractor shall be responsible for retreading of leased tires.

Blemished tires will not be accepted by NORWALK TRANSIT DISTRICT. All furnished tires shall be capable of sustaining 55 mph for a one-hour minimum.

There will be no bonus provision with NORWALK TRANSIT DISTRICT.

There will be no charge for damage or normal wear and tear on tires.

TIRE PERFORMANCE AND DESCRIPTION

NORWALK TRANSIT DISTRICT is requesting a complete description of the tires being proposed including tread depth, sidewall depth, other pertinent information and expected

mileage in the City of Norwalk, Connecticut, without regrooving and retread of the original tire for each of the proposed tires. Also provide the expected additional mileage in the City of Norwalk, Connecticut for a retreaded, regrooved tire.

NORWALK TRANSIT DISTRICT will have the final say as to any and all tread designs provided. NOTE: ZERO (0) PERCENT OF THE FLEET USE RETREAD TIRES.

RECORD KEEPING AND REPORTING REQUIREMENTS

Vehicle Mileage – NORWALK TRANSIT DISTRICT will maintain the mileage record of each bus and will furnish the contractor with a list of each vehicle and its respective monthly mileage by the 15th day of the following month during the term of the contract. This report will be used by the contractor in computing its monthly statements and invoices.

Monthly Summary – The contractor shall provide to NORWALK TRANSIT DISTRICT a monthly summary of all work completed by the contractor in the previous month.

Average Tire Mileage – The contractor shall also maintain the average tire mileage for each size and type of tire, per type of bus in NORWALK TRANSIT DISTRICT's fleet.

LOSS AND ABUSE OF TIRES

If any tires are lost or stolen from buses or work/storage areas, or destroyed by fire, collision, or accidents (other than normal wear and tear, which includes curbing), NORWALK TRANSIT DISTRICT will reimburse the contractor for such tires by paying for the remaining mileage at the tire billing rate then in effect. The remaining mileage shall be computed by a tread depth reading and an agreement of both the Foreman on duty and the contractor's service person or by calculating the average annual tire mileage less the accumulated mileage on the tier.

When a tire is not available for inspection to apply the above calculations whether lost, stolen or otherwise missing, or destroyed by a fire, or involved in a collision or accident, NORWALK TRANSIT DISTRICT shall not reimburse the contractor in excess of fifty percent (50%) of the current value of a similar tire, unless the contractor can provide auditable accounting of the tire's accurate mileage just prior to the loss.

NORMAL DAMAGED TIRES

Cost for “normal damaged” tires shall be included in the basic rate per tire mile. “Normal damage” to a tire means for abuse by partial or total destruction of a tire by means other than normal wear, including but not limited to, irregular wear, damage from brake heat, road hazards and misalignments.

CONTRACT AWARD

NORWALK TRANSIT DISTRICT will award the tire lease contract to one supplier and tires of that supplier shall be used on NORWALK TRANSIT DISTRICT’s vehicles during the term of the contract; however, NORWALK TRANSIT DISTRICT reserves the right to test tires other than the contractor’s on not more than five (5%) percent of its fleet.

CONTRACT DURATION

Five (5) years from execution of agreement.

TIRE TYPES

All tires proposed shall meet or exceed the original equipment manufacturer specifications for the tires outlined below.

For Tire Leasing Program-IFB #2023-02

Vehicle Type	Vehicle Tire Qty	Tire Size
New Flyer	2 Vehicles 6 Tires Each	305/70R22.5
Gillig Shuttle	15 Vehicles 6 Tires Each	275/70R22.5
Gillig Fixed Route	22 Vehicles 6 Tires Each	315/80R22.5

This fleet travels approximately one (1) million miles per year.

SCHEDULE B – PRICING

Bid Instructions

1. All bids shall be sent in a sealed envelope clearly labeled “NORWALK TRANSIT DISTRICT- TIRE LEASE PROCUREMENT, **IFB # 2023-02**”.
 - a. All bids shall be received by the Chief Compliance Officer by the date and time stated in the Legal Notice to Bidders. Any bids received after that time will be rejected.
2. Each bid envelope shall contain:
 - a. Schedule B – Pricing Forms, completely filled out and signed.
 - b. All Required Forms

The undersigned, having carefully examined the Bid Package, hereby proposes to provide TIRES in accordance with contract requirements as follows:

LEASE TIRE BID:

Bid a firm-fixed tire mile rate for each tire type.

Tire Size	Year 1 Base Rate Per Tire Mile	Year 2 Base Rate Per Tire Mile	Year 3 Base Rate Per Tire Mile	Year 4 Base Rate Per Tire Mile	Year 5 Base Rate Per Tire Mile
305/70R22.5					
275/70R22.5					
315/80R22.5					

PURCHASE TIRE BID:

Bid a firm-fixed rate for each tire type.

Tire Size	Year 1 Base Rate Per Tire	Year 2 Base Rate Per Tire	Year 3 Base Rate Per Tire	Year 4 Base Rate Per Tire	Year 5 Base Rate Per Tire
305/70R22.5					
275/70R22.5					
315/80R22.5					

The bid prices include all items of labor, materials, tools, equipment and other costs pursuant to said invitation to bid.

The bid will remain in effect for _____ days from the bid opening date.

_____ Date

_____ Signature of Authorized Official

_____ Title

_____ Name of Company

**Federal Transit Administration (FTA)
Required Contract Clauses**

Product/Service Contracts

Provided by

**Norwalk Transit District
275 Wilson Avenue
Norwalk, Connecticut 06854**

**The document complies with FTA Circular 4220.1F
Dated: November 1, 2008**

"Third Party Contracting Requirements,"

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

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

1. No Federal Government Commitment or Liability to Third Parties
2. False or Fraudulent Statements or Claims
3. Access to Recipient and Third-Party Participant Records
4. Civil Rights Requirements and prompt payment clause
5. Energy Conservation Requirements
6. Federal Changes
7. Incorporation of Federal Transit Administration (FTA) Terms
8. Right of the Federal Government to Terminate
9. Recycled Products
10. Debarment and Suspension
11. Lobbying
12. Clean Air Act
13. Awards Not Involving Construction
14. Preference for United States Products and Services
15. Disputes, Breaches, Defaults, or other Litigation
16. Notification to FTA
17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
18. Veterans Hiring Preference
19. Safe Operation of Motor Vehicles
20. Protection of Sensitive Security and Other Sensitive Information
21. Metric Measurements
22. Buy America

For the Vendor Only:

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

For Norwalk Transit District Only:

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

Federal Clauses for Procurements Funded with FTA Dollars

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

- 1) No Federal Government Commitment or Liability to Third Parties. [Sec 3, (I)] Except as the Federal Government expressly consents in writing, the Recipient agrees that:
 - a) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and
 - b) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

- 2) False or Fraudulent Statements or Claims. [Sec 4, (e)]
 - a) Civil Fraud. The Recipient acknowledges and agrees that:
 - i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
 - ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
 - iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
 - b) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

- 3) Access to Recipient and Third Party Participant Records. [Sec 9, (c)] The Recipient agrees, and assures that each Subrecipient, if any, will agree, to:
 - a) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients,
 - b) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations, and
 - c) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

- 4) Civil Rights [Sec 12, all + Prompt Pay language]
 - a) Civil Rights Requirements. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.
 - b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it

and each Third Party Participant will:

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

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

(d) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

(2) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

(a) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26;

(b) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;

(c) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and

(d) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

v) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

vi) Prompt payment mechanisms (*added by GDOT, not listed in 2018 Master Agreement*)

(1) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

(2) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(a) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(b) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(c) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

(3) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(4) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set.

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

(5) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(a) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(b) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(c) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid

f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including:

i) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.;

ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25; and iii)

Federal transit law, specifically 49 U.S.C. § 5332.

g) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination based on age, including:

i) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age;

ii) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625;

iii) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance;

iv) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90; and v)

Federal transit law, specifically 49 U.S.C. § 5332.

h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

i) Federal laws, including:

(1) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

(2) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: (a) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

(b) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

(3) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;

(4) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

(5) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

ii) Federal regulations and guidance, including:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;

- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- (4) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
- (6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609; (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- (12) Other applicable federal civil rights and nondiscrimination regulations and guidance.
 - i) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
 - i) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.;
 - ii) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq.; and
 - iii) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
 - j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:
 - i) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 Fed. Reg. 50121); and
 - ii) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.
 - k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
 - l) Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.
- 5) Energy Conservation. [Sec 26 (j)] The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.
- 6) Federal Changes. [2 and 49 CFR, also 5-16-2019 FTA email] Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

7) Incorporation of Federal Transit Administration (FTA) Terms. [C 4220.1F, also 5-16-2019 FTA email] The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8) Right of the Federal Government to Terminate. [Sec 11, all]

c) Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if: (1) The Recipient has failed to make reasonable progress implementing the Award, (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

d) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

e) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

9) Solid Wastes (Recycled Products) [Sec 16, (d), 10] – A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10) Debarment and Suspension. [Sec 16, (d), 8] A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third-Party Participant:

a) Complies with federal debarment and suspension requirements; and

b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

11) Lobbying Restrictions. [Sec 4, (c)] The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

- a) Laws, Regulations, Requirements, and Guidance. This includes:
 - i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
 - ii) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
- b) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient’s or Subrecipient’s proper official channels.

12) Clean Air Act [Sec 16, (d), 7] (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13) Awards Not Involving Construction. [Sec 24, (b)] The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

14) Preference for United States Products and Services. [Sec 15, all] Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA’s U.S. domestic preference requirements and follow federal guidance, including:

- a) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
- b) Cargo Preference—Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.- Flag Vessels,” 46 C.F.R. part 381, and
- c) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

15) Disputes, Breaches, Defaults, or Other Litigation. [Sec 39, all]

- a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its

subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

iii) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.

d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

16) Notification to FTA

a) If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible

information in the possession of the Recipient.

17) Prohibition on Certain Telecommunications and Video Surveillance Services or 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 115-232, 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 115-232, 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 115-232, section 889 for additional information.

18) Veterans Hiring Preference

a. Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

19) SAFE OPERATION OF MOTOR VEHICLES

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance. The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

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 agreement.

20) PROTECTION OF SENSITIVE SECURITY AND OTHER SENSITIVE INFORMATION

The Contractor agrees to comply with the following requirements for the protection of sensitive security information.

The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 15.

The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 1520, and

The Contractor is required to implement, reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass- through entity designates as sensitive.

21) METRIC MEASUREMENTS

NTD will accept property and services with dimensions expressed in metric measurements, to the extent practicable and feasible, in compliance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," July 25, 1991, 15 U.S.C. Section 205a note; and applicable Federal regulations.

22) **BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

STATE AND NTD REQUIREMENTS

STATE OF CONNECTICUT REQUIREMENTS

REQUIREMENTS OF THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION

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

State Requirements:

- State of Connecticut Code of Ethics
- Connecticut Required Contract/Agreement Provisions Specific Equal Employment Opportunity Responsibilities
- Executive Orders (3, 16, 17)
- Jurisdiction and Forum Language
- Audit and Inspection of Plants, Places of Business, and Records
- Environmental Law and Compliance
- Insurance Types and Thresholds
- NTD Code of Ethics

For the Vendor Only:

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

For Norwalk Transit District Only:

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



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

SUBJECT: Code of Ethics Policy

June 1, 2007

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

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

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

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

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

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.

5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.

6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

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

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

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business

Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

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

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

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

Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees ***after they leave State service. Upon leaving State service:***

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

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

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

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

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

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

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

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

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

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

Training for DOT Employees

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

Important Ethics Reference Materials

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

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

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

March 3, 2009

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

1. General:

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

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

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

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

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

2. Equal Employment Opportunity Policy:

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

3. Equal Employment Opportunity Officer:

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

4. Dissemination of Policy:

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

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

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

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

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

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

5. Recruitment:

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

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

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

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

discussed with employees.

6. Personnel Actions:

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

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

7. Training and Promotion:

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

8. Unions:

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

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

- b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.
- c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. Subcontracting:

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

10. Records and Reports:

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 - (1) The number of minority and non-minority group members and women employed in each classification on the project;
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.
- c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in

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

11. Affirmative Action Plan

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

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

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

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

SEC. 2. SUBCONTRACTORS.

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

SEC. 3 EMPLOYEES.

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

SEC. 4. REPORTS.

- a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall

be on Form E.C. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.C. 3-1.

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

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

All contracts shall contain the following provisions verbatim:

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

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

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

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

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

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

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

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

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

SEC. 7 INVESTIGATIONS, COMPLAINTS.

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

SEC. 8. Hearings.

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

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITITES.

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

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state

and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

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

Dated at Wethersfield, Connecticut this 19th day of November, 1971.

Signed by: Jack A. Fusari

Labor Commissioner

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated in Hartford, Connecticut this 4th day of August 1999.

Signed by: John G. Rowland, Governor

Files this 4th day of August 1999
Susan Bysiewicz, Secretary of the State

THOMAS J. MESKILL, GOVERNOR
EXECUTIVE ORDER NO. SEVENTEEN

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

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

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

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

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

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

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

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

I

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

II

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

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contact directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the

contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

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

V

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

VI

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

VII

- (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law, any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

- (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

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

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

Dated at Hartford, Connecticut, this 15th day of February, 1973.

Signed by: Thomas J. Meskill

Governor _____

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

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

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

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

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

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

Environmental Law and Compliance: - The Second party shall be responsible to comply with all federal and state environmental laws and regulations including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible to comply with OSHA regulations. The Second Party will hold the State and the District harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

INSURANCE TYPES AND THRESHOLDS

INSURANCE CERTIFICATES REQUIRED: Before any contract is executed, the successful contractor(s) will be required to file with the Norwalk Transit District, prior to the commencement of work under this contract or within twenty (20) days from the date of notification (whichever occurs first) a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within the specified time frame will allow the District to re-award the contract or re-bid the project, as it deems necessary. Insurance certificates must document that the Vendor commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the District in the event of a claim, and/or in accordance with any statutory requirements.

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

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

A. COMMERCIAL GENERAL LIABILITY (as applicable)

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

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired, leased or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing for a total of (a) ONE MILLION DOLLARS (\$1,000,000.00) for vehicles with a seating capacity of ten(10) or less passengers, (b) One Million Five Hundred Thousand Dollars (\$1,500,000) for vehicles with a seating capacity of fourteen (14) or less passengers, and (c) Five

Million Dollars (\$5,000,000) for vehicles with a with a seating capacity of fifteen (15) or more passengers, for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

C. WORKERS' COMPENSATION

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

D. UMBRELLA LIABILITY

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

THE NORWALK TRANSIT DISTRICT CODE OF ETHICS/CONDUCT

Statement of Policy

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

Acceptance of Gifts or Gratuities

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

No officers, employees, board members or agent including shall, either individually or as a member of a group, directly or indirectly, solicit or accept any gift or gratuity from any person or organization with whom he/she has, has had, or may expect to have, a business relationship which would cause, or create the appearance of, a conflict with or influence the performance of the employee's duties.

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

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

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

Personal Conflict of Interest

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

Organizational Conflicts of Interest.

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

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

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

Use of Public Facilities

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

An exception is made for personal copying of an incidental nature where it is impractical to make personal copies outside the office. In such instances, you must reimburse the Company the established rate for each copy. Payment should be made to the Director of Finance. Employees are expected to perform personal copying on their own time. Employees who abuse this privilege by making an excessive number of personal copies, failing to reimburse the Company as required, and/or leaving copier equipment in unserviceable condition will be subject to disciplinary action.

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

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

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

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

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

Penalties

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

STATE OF CONNECTICUT REQUIRED AFFIDAVIT OF SUSPENSION AND DEBARMENT

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

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

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

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

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

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

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

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

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

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

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

TITLE VI CONTRACTOR ASSURANCE REQUIRED BY THE STATE OF CONNECTICUT

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

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

Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation {hereinafter, "USDOT11"}, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: - In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

Information and Reports: - The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: - In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

Incorporation of Provisions: - The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may -direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

Company Name _____

(if applicable, include d/b/a)

Address _____

City/State/Zip _____

Area Code/Phone Number _____

Area code/Fax Number _____

Contact Person _____

Lobbying Restrictions

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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

Norwalk Transit District
Vehicle Tire Lease IEB #2023-02
Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

4040-0013

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input style="width: 100%;" type="text"/> * Street 1: <input style="width: 100%;" type="text"/> Street 2: <input style="width: 100%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 20%;" type="text"/> Congressional District, if known: <input style="width: 100%;" type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="height: 100px;"></div>		
6. * Federal Department/Agency: <input style="width: 100%;" type="text"/>	7. * Federal Program Name/Description: <input style="width: 100%;" type="text"/> CFDA Number, if applicable: <input style="width: 100%;" type="text"/>	
8. Federal Action Number, if known: <input style="width: 100%;" type="text"/>	9. Award Amount, if known: \$ <input style="width: 100%;" type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input style="width: 50px;" type="text"/> * First Name <input style="width: 150px;" type="text"/> Middle Name <input style="width: 150px;" type="text"/> * Last Name <input style="width: 150px;" type="text"/> Suffix <input style="width: 50px;" type="text"/> * Street 1: <input style="width: 100%;" type="text"/> Street 2: <input style="width: 100%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 20%;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input style="width: 50px;" type="text"/> * First Name <input style="width: 150px;" type="text"/> Middle Name <input style="width: 150px;" type="text"/> * Last Name <input style="width: 150px;" type="text"/> Suffix <input style="width: 50px;" type="text"/> * Street 1: <input style="width: 100%;" type="text"/> Street 2: <input style="width: 100%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 20%;" type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input style="width: 100%;" type="text"/> * Name: Prefix <input style="width: 50px;" type="text"/> * First Name <input style="width: 150px;" type="text"/> Middle Name <input style="width: 150px;" type="text"/> * Last Name <input style="width: 150px;" type="text"/> Suffix <input style="width: 50px;" type="text"/> Title: <input style="width: 100%;" type="text"/> Telephone No.: <input style="width: 100%;" type="text"/> Date: <input style="width: 100%;" type="text"/>		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is

Norwalk Transit District
Vehicle Tire Lease IFB #2023-02

required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

REQUIRED PROPOSAL/BID FORMS

REQUIRED PROPOSAL/BID FORMS

The following forms represent required proposal/bid forms that must be completed and returned concurrently with your proposal/bid. Failure to submit all of the forms may render your proposal/bid non-responsive.

- Affidavit of Suspension and Debarment
- Title VI Contractor Assurance
- Fly America Form

Signed:

Authorized Corporate Official

Date

Signed:

Authorized Corporate Official

Date

MUST BE SUBMITTED WITH BID OR PROPOSAL

STATE OF CONNECTICUT REQUIRED AFFIDAVIT OF SUSPENSION AND DEBARMENT
(Offerors must submit evidence of SAM registration with their submittal.)

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

Suspended or debarred Contractors, consulting engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work. The Norwalk Transit District as a part of its obligation to determine if a Vendor meets the responsibility criteria for federal and state contract award, will check prior to award both the State of Connecticut Debarment List and the **System for Award Management (SAM)**. SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at <https://www.sam.gov/portal/SAM/##11>. User guides and webinars are available under the Help tab.

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

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

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

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

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

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

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

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

MUST BE SUBMITTED WITH BID OR PROPOSAL

TITLE VI CONTRACTOR ASSURANCE REQUIRED BY THE STATE OF CONNECTICUT

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

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

Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT11), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: - In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

Information and Reports: - The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: - In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- c. Withholding contract payments until the Contractor is in-compliance; and/or
- d. Cancellation, termination, or suspension of the Contract, in whole or in part.

Incorporation of Provisions: - The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

Company Name _____
(if applicable, include d/b/a)
Address _____
City/State/Zip _____
Area Code/Phone Number _____
Area code/Fax Number _____
Contact Person _____

Fly America Requirements

- a Definitions as used in this clause
- “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- “United States” means the 50 States, the District of Columbia, and outlying areas.
- “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

BUY AMERICA

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5.

Signature _____

Title _____

Company Name _____

Date _____

BUY AMERICA

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (A), 5323(j) (2) (B), or 5323(j) (2) (D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

MUST BE SUBMITTED WITH BID OR PROPOSAL

**CERTIFICATION OF CONTRACTOR
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The potential contractor for Norwalk Transit District, (primary participant),
_____ certifies to the best of its knowledge and
belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transaction by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. 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 (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant will attach an explanation to this certification)

THE PRIMARY PARTICIPANT,

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

Signature & Title of Authorized Official

MUST BE SUBMITTED WITH BID OR PROPOSAL

NON-COLLUSION AFFIDAVIT

State of _____, County of _____, being first duly sworn, deposes and says that:

1. He is _____(Owner, Partner, Officer, Representative, or Agent) of _____. The respondent that has submitted the attached Response;
2. He is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Such Response is genuine and is not a collusion or sham;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm or person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against of any person interested in the proposed Contract.

Sign _____

Title _____

Subscribed and sworn to before me

This _____ day of _____, 20____

Title

My Commission Expires _____

MUST BE SUBMITTED WITH BID PROPOSAL

**CERTIFICATION OF COMPLIANCE
WITH
RESTRICTIONS ON LOBBYING**

I, _____, do hereby certify on behalf of 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 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) All subcontractors and sub-recipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance will be placed or if this transaction is made or entered into. Submission of this certification is 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 will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__

BY: _____
Signature of Authorized Official

Title of Authorized Official

MUST BE SUBMITTED WITH BID PROPOSAL

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents. (Give number and date of each).

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the invitation, which would require rejection of the bid. The outside of the envelope carrying the bid shall be marked to show amendments and addendums received.

Date: _____

Signature: _____

Company Name: _____

Title: _____

MUST BE SUBMITTED WITH BID PROPOSAL

COMPLIANCE WITH THE SCOPE OF WORK

The bidders hereby state that they will comply with the scope of work in all areas except those approved equals that were granted by the Purchaser.

Signature and also Name Printed

Firm Name

MUST BE SUBMITTED WITH BID PROPOSAL

LIST OF SIMILAR CONTRACTS/REFERENCES

Please provide business name, name of contact person, address and phone number.

1.

2.

3.

Company Name

Authorized Signature and also Name Printed

Telephone Number

Fax Number

MUST BE SUBMITTED WITH BID PROPOSAL

REQUEST FOR APPROVED EQUALS

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted by _____ . Each request shall constitute a separate page, and one file shall be submitted to NTD on a USB Flash Drive with all of the requests. Any supporting information and documentation shall **only** be submitted under a separate cover.

Request #:	Bidder:
Solicitation Ref:	IFB #
<u>2023-02</u>	Page: _____
	Section: _____
Questions/Clarification or Approved Equal:	
Norwalk Transit District:	
<u>ACCEPTED () REJECTED ()</u>	
Comments:	

DBE APPROVAL CERTIFICATION

I hereby certify that the bidder has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.

Signature of the Bidder's Authorized Official:

Name and Title of the Bidder's
Authorized Official:

Date:

APPENDIX

NTD Mileage Reports



Norwalk Transit District
Vehicle Tire Lease IFB #2023-02

Commissioners: [David L. Jaeger, Jr.](#), [Alice McQuaid, Esq.](#)
Chief Executive Officer: [Matt Pentz, CPA](#)
275 Wilson Avenue, Norwalk, CT 06854
Tel: 203-852-0000 • Fax: 203-299-5166
www.norwalktransit.com

Monthly Mileage Report

VEHICLE NUMBER	FROM DATE	TO DATE	READING	NUMBER OF BILLABLE POSITIONS	TYRE PRODUCT CODE
174	2/1/2023	2/28/2023	1014.5	6	31580R225
175	2/1/2023	2/28/2023	1001.2	6	31580R225
176	2/1/2023	2/28/2023	2175.3	6	31580R225
177	2/1/2023	2/28/2023	2004.5	6	30570R225
178	2/1/2023	2/28/2023	2465.6	6	30570R225
179	2/1/2023	2/28/2023	2746	6	31580R225
180	2/1/2023	2/28/2023	2638	6	31580R225
181	2/1/2023	2/28/2023	2794.6	6	31580R225
182	2/1/2023	2/28/2023	1201.4	6	31580R225
183	2/1/2023	2/28/2023	2177.8	6	31580R225
184	2/1/2023	2/28/2023	2537.6	6	31580R225
185	2/1/2023	2/28/2023	2432.9	6	31580R225
186	2/1/2023	2/28/2023	0	6	31580R225
187	2/1/2023	2/28/2023	2483.2	6	31580R225
188	2/1/2023	2/28/2023	2377.1	6	31580R225
189	2/1/2023	2/28/2023	2152.6	6	31580R225
190	2/1/2023	2/28/2023	2657.2	6	31580R225
191	2/1/2023	2/28/2023	1173.7	6	31580R225
192	2/1/2023	2/28/2023	2939.9	6	31580R225
193	2/1/2023	2/28/2023	2586	6	31580R225
194	2/1/2023	2/28/2023	2833.6	6	31580R225
195	2/1/2023	2/28/2023	2363.3	6	31580R225
228	2/1/2023	2/28/2023	580.5	0	27570R225
229	2/1/2023	2/28/2023	0	0	27570R225
230	2/1/2023	2/28/2023	340.2	6	27570R225
231	2/1/2023	2/28/2023	633.5	4	27570R225
232	2/1/2023	2/28/2023	785.8	6	27570R225
233	2/1/2023	2/28/2023	0	6	27570R225
234	2/1/2023	2/28/2023	673.8	6	27570R225
235	2/1/2023	2/28/2023	1034.9	6	27570R225
236	2/1/2023	2/28/2023	1134.7	6	27570R225
237	2/1/2023	2/28/2023	702.2	3	27570R225

Norwalk Transit District
Vehicle Tire Lease IFB #2023-02

238	2/1/2023	2/28/2023	586.5	6	27570R225
239	2/1/2023	2/28/2023	476.4	6	27570R225
240	2/1/2023	2/28/2023	1015.4	6	27570R225
241	2/1/2023	2/28/2023	709.5	4	27570R225
242	2/1/2023	2/28/2023	627.8	4	27570R225
243	2/1/2023	2/28/2023	36	6	27570R225
G104	2/1/2023	2/28/2023	177.4	6	27570R225