Valley Transit District:
Derby, CT

Request for Proposal
For

Demand Response
System Management Software Solution and
Mobile Data Computers

Solicited By:

VALLEY COUNCIL OF GOVERNMENTS

Software RFP, No. 017

INSTRUCTIONS TO PROPOSING FIRMS

1.1. DELIVERY OF PROPOSALS

Proposals must be received in the Valley Council of Government's office no later than 4:00 PM, July 7, 2010. It is the sole responsibility of the proposing firms to ensure timely delivery of the submission. The Valley Council of Governments will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the proposing firm. Late submissions will be returned to the Respondent unopened. The office wall clock is the time of record.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of submission documents, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time.

All proposals must be delivered to:

Rick Dunne, Executive Director
Valley Council Of Governments
12 Main Street, Railroad Station
Derby, CT 06418
The envelope shall be clearly marked with the bidder's name, address, RFP name, and RFP due date.

1.2. DOCUMENTS

Review of Documents: Proposing firms are expected to examine all documents that make up the RFP. Proposing firms shall promptly notify Valley Council of Governments of any omission, ambiguity, inconsistency or error that they may discover upon examination of the RFP. Proposing firms must use a complete RFP to prepare their response. Valley Council of Governments assumes no responsibility for any errors or misrepresentations that result from the use of incomplete RFPs.

Explanations or Clarifications: Any explanation, clarification, or interpretation desired by a proposing firm regarding any part of the RFP must be requested in writing from The Valley Transit District's General Manager prior to the deadline established herein. Interpretations, corrections, or changes to the RFP made in any other manner are not binding upon The Valley Council of Governments , and proposing firms shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be faxed or emailed to the attention Mark Pandolfi, General Manager. The document must clearly identify the proposing firm, point of contact and RFP name.

Any written information given to one firm concerning the RFP will be furnished as an addendum to all firms.

1.3. Preparation of Proposal

Each proposing firm must furnish the information required by the RFP on the documents provided and on clearly referenced attachments as needed. Any attempt to alter the wording in the RFP may result in rejection of the proposal.

1.4. Taxes

Purchases of Goods or Services for Valley Council of Government's use are usually exempt from City, State, and most Federal Taxes. Proposals may not include exempted taxes. Under no circumstances shall The Valley Council of Governments be liable to pay taxes for which they have an exemption.

1.5. Brand Name or Equal (if applicable):

If the RFP indicates brand name or "equal" products are acceptable, the proposing firm may propose an "equal" product as an alternate, but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with The Valley Council of Governments.

1.6. Delivery Time (if applicable):

Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any Valley Council of Governments purchase. If the indicated date cannot be met, or the date is not indicated, the Respondent shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

1.7. Prices:

Proposal pricing shall be firm. In the event of a discrepancy between unit prices and extended prices, the unit prices shall govern.

1.8. Signature:

The proposing firm must sign each document in the proposal requiring a signature. If addenda are issued, the proposing firm must sign and return all addenda as part of their proposal.

1.9. Proposal Security

No proposal security deposit is required for this RFP

1.10. Proposal Preparation Costs

All costs associated with preparing a proposal shall be borne by the Respondent.

1.11. Submission of Proposal

Unless otherwise specified, proposing firms are required to submit the following required documents, in addition to their detailed proposal information, labeled "original" and four (4) copies.

Any other documents included in the proposal specifications requiring completion or execution by the proposing firm. The Respondent may retain all other pages in the RFP document.

Addenda: Receipt of addenda must be acknowledged by signing and returning the Addenda with the proposal, if requested, or under separate cover prior to the due date. Addenda containing proposal pricing should be returned in a sealed envelope marked on the outside with the firm's name, address, RFP name, and the due date and time. It is the proposing firm's responsibility to obtain, review, sign and return any and all addenda. Failure to return any and all issued addenda may adversely affect the firm's opportunity for award.

1.12. Modifications or Withdrawal of Proposals

Modification of proposals: Proposals may be modified in writing at any time prior to the due date and time. Modifications should be returned in a sealed envelope marked on the outside with the respondent's name, address, RFP name, and the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.

Withdrawal of proposals: Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the firm) at any time prior to the due date. A proposal may also be withdrawn in person by a firm, provided the withdrawal is made prior to the due date. The firm must sign a receipt of withdrawal.

No proposals may be withdrawn after the due date without forfeiture of the proposal security (if required), unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date. The Valley Council of Governments may require proof of agency from person withdrawing proposal.

1.13. Opening of Proposals

The Council of Government's representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally and publicly open and read aloud only the names of firms submitting proposals.

1.14. Evaluation of Factors and Award

The Valley Council of Governments will evaluate all proposals based on a combination of pricing, integration capabilities, feature / functionality, and value. The Valley Council of Governments will first examine the functional requirements to determine their conformance with the RFP. Any submissions that are deemed to be non-conforming to the stated requirements may be rejected. Therefore, Respondents should exercise particular care in reviewing the required Submission Format as set forth in this RFP. Acceptance of this RFP and the subsequent proposal will be in the form of a contract. The contents of the proposal shall become a part of the contract. Under no circumstances will The Valley Council of Governments be responsible for goods or services provided without an acceptance signed by an authorized Valley Council of Governments representative.

Reservations: The Valley Council of Governments expressly reserves the right to:

a. Specify approximate quantities in the RFP;
b. Extend the RFP opening date and time;
c. Consider and accept alternate proposals, if specified in the RFP documents, when most advantageous to The Valley Council of Governments;
d. Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
e. Waive any minor informality in any proposal or RFP procedure (a minor informality is one that does not affect the competitiveness of proposing firms);
f. Add additional terms or modify existing terms in the RFP;
g. Reject a proposal at The Valley Council of Government's discretion;
h. Reject or cancel any or all proposals;
i. Reissue a RFP; and/or
j. Procure any item by other means.

1.15. Post-Proposal Documents Required from Successful Firm

Certificates of Insurance: When insurance is required, the successful vendor must provide certificates of insurance in the amounts and for the coverage required to The Valley Council of Governments within fifteen (15) business days after notification of award, or as otherwise required by the specifications.

1.16. Notice to Proceed

The successful Vendor will be required to furnish all requirements of this solicitation before work can begin on this project. The Valley Council of Governments will issue the selected Vendor a "Notice to Proceed" letter after all requirements has been satisfied, thereby, notifying the bidder when work can begin on this project.

1.17. Compliance with Laws

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Connecticut.

1.18. Contract

The Valley Council of Governments intends to award a contract for an initial term of one year. The Vendor acknowledges and understands that this contract is not effective until it has received all the requisite Valley Council of Governments approvals and the Vendor shall not begin performing work under this contract until notified to do so by The Valley Council of Governments. The Vendor is entitled to no compensation for work performed prior to the effective date of this contract. The Valley Council of Governments will have the option to renew or extend the term of the contract licenses indefinably in one year increments.

1.19. Point of Contact

The point of contact for inquiries concerning this RFP is:

Mark Pandolfi
General Manager
Valley Transit District
41 Main Street
Derby, CT 06418
P: (203) 735-6824 x103
F: (203) 735-0277
MPandolfi@ValleyTransit.org

1.20. Restriction on Communication

All communications relating to this RFP must be directed to The Valley Council of Government's contact person named above. All other communications between a Vendor and The Valley Council of Government's Staff and public officials concerning this RFP are prohibited. Failure to comply with this section may result in The Valley Council of Governments disqualifying the Vendor's offer.

1.21. Procurement Schedule

The following dates are set forth for informational and planning purposes; however, Valley Transit District reserves the right to change the dates.

RFP Publication Date	**6/7/10**
Last Day for Clarifications	**6/25/10**
Proposal Due	**7/7/10**

Review of Proposals	**7/9/10-7/22/10**
Contract Award	**8/1/10**
Notice to Proceed	TBA

1.22. Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received on or before 4pm, June 25, 2010. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced.

The Valley Council of Governments assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFP. Vendors must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

1.23. Amendment to the RFP and Withdrawal of Offer

The Valley Council of Governments reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of an amendment in its proposal. Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Purchasing Agent in writing if they wish to withdraw their proposals.

1.24. Submission of Proposals

Vendors must furnish all information necessary to evaluate the bid proposal. Proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Vendor shall not be considered part of the Vendor's proposal.

1.25. Rejection of Proposals

The Valley Council of Governments reserves the right to reject any or all proposals, in whole or in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by The Valley Council of Governments to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive proposal.

1.26. Disqualification

The Valley Council of Governments may reject outright and shall not evaluate proposals for any one of the following reasons:

1. The respondent fails to include information necessary to substantiate that it will be able to meet a service requirement.
2. The Vendor fails to respond to The Valley Council of Government's request for information, documents, or references.
3. The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
4. The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
5. The Vendor initiates unauthorized contact regarding the RFP with The Valley Council of Government's employees and/or officials, or members of the evaluation committee.
6. The Vendor provides misleading or inaccurate responses.
7. The Vendor limits The Valley Council of Government's rights.

1.27. Nonmaterial and Material Variances

The Valley Council of Governments reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of The Valley Council of Governments, it is in The Valley Council of Government's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. In the event The Valley Council of Governments waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of The Valley Council of Governments.

1.28. Reference Checks

The Valley Council of Governments reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the Vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

1.29. Information from Other Sources

The Valley Council of Governments reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts. The content of a bid proposal submitted by a respondent is subject to verification. Misleading or inaccurate responses shall result in disqualification.

1.30. Clarification Process

The Valley Council of Governments reserves the right to contact a Vendor after the submission of offer proposals for the purpose of clarifying a proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to The Valley Council of Governments or any other political subdivision wherever located, or requests for corrective pages in the Vendor's bid proposal.

An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to The Valley Council of Government's within the time specified in The Valley Council of Government's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

1.31. Disposition of Proposals

All proposals become the property of The Valley Council of Governments. At the conclusion of the award/contract process, the contents of all offers will be in the public domain and be open to inspection by interested parties subject to exceptions provided in the Connecticut Freedom of Information Act or other applicable law.

1.32. Release of Claims

By submitting an offer, the respondent agrees that it will not bring any claim or cause of action against The Valley Council of Governments based on any misunderstanding concerning the information provided herein or concerning The Valley Council of Government's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

1.33. Presentations and Demonstrations

Vendor's key personnel may be required to participate in a panel interview. Only representatives of the evaluation team and the presenting Vendor will be permitted to attend the oral interviews. All Vendors submitting proposals may not have an opportunity to interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Vendor.

1.34. Evaluation of Offers Submitted

Offers that are timely submitted and are not subject to disqualification will be evaluated, and selection of a contractor will be based on the information submitted in the proposal, references and required presentations and demonstrations. Respondents shall respond to all requirements clearly and completely. Failure to respond completely may be the basis for the rejection of a proposal.

	Evaluation Criteria	**Max. Points**
A.	Qualifications, Experience and Competence	20
B.	System Design and Functionality	40
C.	Capacity and Availability	20
D.	Costs and Pricing	20
	Total Points Possible	**100**

Proposals will be reviewed by a staff evaluation selection committee using the above criteria. Each reviewer will evaluate the four sections of each proposal based on the proposal's content. Reviewers will then assign a point score between zero and the criteria's maximum possible points for each section. Points for each proposal will then be totaled and proposals ranked from the highest to the lowest total point score.

1.35. Award and final offers

The Valley Council of Governments reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of The Valley Council of Governments and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of The Valley Council of Governments and to temporarily or permanently abandon the procurement. If The Valley Council of Governments awards a contract, it will award the contract to the Vendor whose proposal is the most advantageous to The Valley Council of Governments, considering the evaluation factors set forth in this RFP.

Awards may be granted in one of two ways: The award may be granted to the highest scoring responsive, responsible proposal, or to the responsible Vendor whose proposal conforms to the RFP and is the most advantageous to The Valley Council of Governments.

2.0 Scope of Work

2.1. Introduction

The Valley Council of Governments is a four-town Regional Planning Organization responsible for planning, administering, initiating, coordinating, and implementing State, Federal, and Local Programs, Projects, and Initiatives. The Valley Transit District is a Transit District with operating agreements with the Connecticut Department of Transportation. The Valley Council of Governments is a designated recipient of Federal Transit Administration funds. The Valley Transit District and the Valley Council of Governments are co-located and are a single entity in some cases, and separate and distinct in others. The Transit District was created to meet the public transportation needs of the residents of the towns of Ansonia, Seymour, Derby, and Shelton.

Throughout this document all references to protections and rights for the Valley Council of Governments include the Valley Transit District and vice versa.

The system utilizes Fourteen 20-passenger transit buses which operate as "paratransit" demand response vehicles. The 14 buses provide curb-to-curb service, within the district limits and surrounding communities in New Haven and Fairfield Counties to ADA and general public passengers. The District provides approximately 400 passenger trips per day of which sixty percent are subscription/standing order trips.

Hours of Operation:

Monday through Friday: 6:00 AM to 6:00 PM

Closed Saturday, Sundays and posted holidays.

Equipment List:

Unit #	**Year & Model**	**Pass**
65,66,67,68,69,70,71,72,73,74,75, 76,77,78	**2006 Ford E-450 cutaways**	**20**

The Valley Council of Governments is interested in a software solution that will schedule standard paratransit demand response trips, and also provide an efficient scheduling tool for requests that could be provided with a future deviated fixed route alternative. The solution will combine GIS based route mapping tools with trip reservation, schedule, and route generation.

As part of this project, Valley Transit District requires the option of implementation of new mobile data computers for the entire fleet including all necessary software, middleware, and hardware components. A GPS Smartphone System could be another viable option.

The Valley Council of Governments is seeking one (1) qualified vendor to supply and implement the technology listed above as a single point of contact. The Valley Council of Governments expects that multiple vendors may partner to supply the products required; however, one (1) vendor must be the prime contractor and supply a single point of contact to ensure the project's success.

This RFP is seeking potential bidders to outline a proposal to complete the following systems:

Required Components

1) Scheduling and routing software system for a demand response "paratransit" curb- to-curb service. The proposals must successfully address the software requirements outlined in this document. The selected software system is expected to provide the capability to automate real time, interactive and /or batch scheduling functions, while increasing the efficiency of service, the accuracy of data collected and reduce the time spent on administrative and reporting activities. The software should provide improved efficiency through reduced vehicle miles, driver hours, improve customer service etc.The basic program features should include client registration and eligibility, vehicle management, driver management, trip reservations, automated scheduling and routing, coordination, dispatching, invoicing, reporting, geo-coding, and mapping. The selected software must be Windows-based and provide an easy-to-use and intuitive graphical user interface and utilize a major relational database management system, such as Microsoft SQL Server, that will allow for mission critical database management capabilities.

Optional Components

1) Vendor should supply costs for a five (5) year pre-purchase of Technical Support and Maintenance for Optional Technology.
2) Implementation of a new mobile data system for the entire fleet including all necessary software, middleware, and hardware components. Provide all necessary hosting of all software solution components. Hosting pricing must be provided on an annual basis.
3) The District, at some point in the future, would consider implementing a fixed route or deviated fixed route service. Vendors are encouraged to supply information on products or modules to assist in managing these services.

2.2. Vendor Requirements

- Vendor will serve as prime contractor and single point of contact for all components including integration, procurement, and ongoing technical support
- Provide all software applications and interfaces required
- Provide a detailed list of recommended hardware specifications and include the purchasing cost in the bid
- Comply with Valley Transit District's current IT architecture and standards
- Provide the rate for customized reports for Valley Transit District
- Conduct detailed and comprehensive training sessions for Valley Transit District personnel
- Provide training agendas, manuals (hard and soft copies), and quick reference guides for Valley Transit District personnel
- Responsible for on-going support and cooperation with Valley Transit District
- Ensure successful communication by developing a communication plan approved by Valley Transit District

- Provide a detailed project schedule/implementation plan and ensure adherence
- Provide pricing for a year-to-year maintenance agreement up to five years
- Provide resumes of personnel
- Identify all subcontractors utilized
- Provide references from at least five clients similar to the scope of work (i.e. the bidder has successfully implemented a route scheduling/dispatching system integrated with ITS)
- Provide a test environment (1) for performance testing during the Vendor selection using data provided by Valley Transit District (2) for User Acceptance Testing (3) for operational planning before the changes are put into production.
- Provide a detailed breakdown of the costs and hours associated with both phases of the project (include expenses in the cost proposal)

2.3. Valley Transit District Responsibilities

- Provide the contractor with applicable work space
- Provide the necessary access to Valley Transit District work stations, servers, and scheduling/dispatching data
- Ensure that Valley Transit District personnel are available for scheduled training and necessary support
- Provide onsite training classroom

2.4. Hardware and Software Standards

Valley Transit District is a Microsoft shop running on HPCompaq computers. The standard Desktop OS for Valley Transit District is Windows XP. The current server is a workstation running Microsoft Small Business Server 2003. The District currently uses Intransit 4 as its scheduling dispatch software and is a Microsoft Access based program. This software was purchased by the District in 2003.

2.5. Project Management, Warranty, and Testing

2.5.1. Project Management

Each response to this RFP should include the Vendor's communication plan for ensuring a successful implementation. Valley Transit District intends to take an active role in the design, implementation, and testing of the route scheduling/dispatching and ITS systems. Moreover, Valley Transit District requires regular meetings and communication with the Vendor as to the progress and direction of the project. The Vendor is required to provide a detailed project schedule that includes tasks to be completed by Valley Transit District and the Vendor with appropriate dates.

2.5.2. Warranty and Maintenance Plans

The Valley Council of Governments requires that the selected Vendor provide the organization with a minimum of a one-year warranty service following final system acceptance. After the one-year warranty expires, the maintenance agreement should begin. The Valley Council of Governments requires that the Vendor include pricing for a year-to-year maintenance plan up to five years. The Valley Council of Governments requires that additional purchases after Final Acceptance will be co-termed so there is one annual invoice and payment. The Valley Council of Governments requires that the Vendor provide Valley Transit District with hardware and software upgrades to ensure the most recent technology is being utilized as part of the maintenance plan.

The Vendor is required to provide Valley Transit District with timely responses and solutions to software problems. If the problem is severe such as a system failure, the Vendor should assure Valley Transit District that they will respond immediately so that operations are not disrupted. If the bidder has multiple maintenance packages, the Vendor should share pricing for all packages; however, The Valley Council of Governments would like the Vendor to recommend a particular maintenance plan.

The Vendor shall describe to Valley Transit District the help desk methodology and turnaround response time. Include how your organization prioritizes issue resolution. Support is required to Valley Transit District twenty-four hours a day seven days week Specify if issue resolution includes remote access and if so what software is utilized. The Vendor shall provide details of their support and maintenance plan.

2.5.3. Training

The Valley Council of Governments realizes that training is an essential component of a successful implementation. The Vendor is required to provide comprehensive and complete training to all staff involved in the operation of the new technologies such as Dispatch, Management, Drivers, and Maintenance. Valley Transit District will provide an onsite training room. Valley Transit District prefers that training be conducted in their facility.

Training shall be conducted by Vendor personnel that are well versed with the technology. A detailed training plan should be provided to The Valley Council of Governments. The plan should include on-site training that will allow for continued employee responsibilities. This plan should include training agendas describing who will be trained during each session, the length of each training session, and the cost of the training. The plan should address levels of training (i.e. end user, administrative, technical, power user, etc.). The plan should include on-going training options and pricing that can be continued after the implementation is completed. The Valley Council of Governments prefers onsite options. The Valley Council of Governments will approve the training plan before training commences. Training feedback forms should be provided to Valley Transit District to be used after completion of each training session conducted by the Vendor. The Valley Council of Governments may request that certain trainers not return if they are not satisfied with their performance. The Vendor will be expected to provide a replacement trainer that is well versed in the technology.

The Vendor should detail different training methods and approaches (i.e. classroom, one-on-one, web-based, etc.). The Valley Council of Governments would like the Vendor to recommend a training method and utilize Valley Transit District data during training sessions.

The selected Vendor is required to provide training and user manuals as well as quick reference guides for all trainees. All training manuals shall be provided in Adobe Acrobat PDF format in CD and hard copy. At a minimum, four (4) hard copies and four (4) CD copies of each user manual will be required. All training and user manuals shall be provided in the English language. User manuals and quick reference guides should be provided for each software application. Vehicle Operators should be provided with a laminated shirt pocket card with brief operational instructions.

2.5.4. Reporting, Data Conversion, and Security

The Valley Council of Governments requires the selected Vendor to provide an agreed upon amount of customized reports. Bidders should include pricing for this in the cost proposal. In addition, reports should be able to be filtered by day, week, month, year, vehicle number, driver number, passenger, etc. Governmental reports including Federal Transit Authority (FTA), National Transit Database (NTD), and daily operational reports shall be included.

2.5.5. System Testing and Acceptance

The Valley Council of Governments will validate that the contractor has met all requirements stated in this RFP before accepting the systems. The Vendor is responsible for providing labor and supervision for the installation and testing of the system. Valley Transit District will work with the selected Vendor to develop acceptance procedures to ensure the equipment is installed properly and functioning according to specifications and to complete system testing and acceptance. Valley Transit District requires the Vendor to develop and submit a series of testing plans and procedures two (2) weeks before testing begins. Testing will begin only after Valley Transit District has signed off on the testing plans and procedures submitted by the Vendor. A final system acceptance test is required after all system components are installed and operational.

The Vendor is required to ensure that the system is functional and operational before scheduling acceptance testing or final acceptance with The Valley Council of Governments personnel. If additional testing sessions are required due to failure on the part of the Vendor, the Vendor will be required to reimburse The Valley Council of Governments for the additional costs incurred.

The Valley Council of Governments will formally accept the system upon the successful completion of user acceptance testing. The Valley Council of Governments will

determine whether the system meets the standards as outlined in the contractual documents.

2.5.6. Software Upgrades

The Valley Council of Governments expects that upgrades shall be available to allow them to take advantage of improvements in both software and hardware capabilities. The Vendor will provide at least thirty (30) days advance notice of upgrades in the software. The cost of updates shall be included as part of the maintenance agreement.

2.5.7. Intellectual Property Rights Alternatives

The Vendor shall include in their offer a proposal which ensures that Valley Transit District remains operational, without interruption to Valley Transit District's business, in the event that the Vendor company:

- Files for bankruptcy,
- Becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it,
- Passes a resolution for its voluntary liquidation,
- Has a receiver or manager appointed over all or substantially all of its assets,
- Makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement or arrangement for the composition, extension, or
- Readjustment of substantially all of its obligations or any class of such obligations.
- The Valley Council of Governments will retain ownership of all functional requirements associated with custom specifications of software.

2.6. Proposal Format

2.6.1. Instructions

These instructions prescribe the format and content of the offer. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal. It is the request of The Valley Council of Governments that the following section headings be used in the responses to this RFP and that they be arranged in the order as listed in the proposal. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the offer/qualifications.
A minimum of one (1) original with original signatures and three (3) copies must be submitted.

2.6.2. Cover Page

The cover page should include the request for proposal number, company contact information including name, address, telephone number, e-mail address, and contact name.

2.6.3. Table of Contents

A table of contents identifying at minimum each required section with page number is required.

2.6.4. Letter of Transmittal

- Briefly state that your firm understands the work to be accomplished and make a commitment to perform all services and features contained in its proposal.
- A brief narrative highlighting the Vendor's proposal.
- If the Vendor is a partnership, corporation or other entity other than an individual, the letter must be signed by an officer authorized to obligate the entity.
- The letter of transmittal should be completed on company letterhead and should not exceed two pages.

2.6.5. Firm Identification

Provide general information about your firm including the name and address of your organization, description of the services offered, financial stability, years in service, personnel resources, and an organization chart.

2.6.6. Qualifications

Vendors must demonstrate skills and proven history in providing the software and hardware solution proposing.

- Provide qualifications in the transit field and identification of major achievements in the transit industry.
- Include at least three references similar in scope of work. Include the organization's name, contact, address, telephone number, and e-mail address. Of particular importance are projects completed on time and within budget for transit agencies of similar size and scope.

2.6.7. Project Management

The response shall detail a staffing plan, including personnel resumes. The Vendor must provide resumes for all key personnel, including the project manager who will be involved in providing the service contemplated by the RFP. Resumes must include full name, education background, and years of experience and employment history particularly as it relates to the scope of work.

The response shall identify any sub-consultant firms and the percent of the effort assigned to the subcontractor. The response shall provide information on all subcontractors proposed as part of this contract including:

(1) Company history
(2) Qualifications and experience
(3) Proposed staffing for this project
(4) Alliance relationship and length of relationship
(5) Clients where you have done work and descriptions of the specific projects
(6) Proposed staffing for this project

2.6.8. Communication Plan

The Vendor must facilitate and ensure thorough communication between all project participants throughout all phases of the effort. Please provide a description of how your company has provided this type of service in the past, including successes, failures and lessons learned.

2.6.9. Proposed Solution

The vendor will provide a solution description and overview that outlines the products and services offered. The proposed product solution should meet or exceed the functional requirements outlined in Section 3.0 – Functional Requirements.

2.6.10. Implementation and Training Plan

The implementation plan should include milestone activities and approximate timelines for completion. Vendors are required to develop a comprehensive training plan. The plan should detail training sessions, duration of class, overview of training course, qualifications of trainer, etc. The Vendor should also address the method of training i.e. train the trainer, online, classroom, etc. Please describe how your company has provided this method of training on past projects.

2.6.11. Pricing and Payment Schedule

The vendor will supply pricing for the required components for the project. Vendors must utilize the provided pricing sheet in Attachment A of this RFP. Vendors are also invited to include a supplemental price proposal as an attachment to their proposal. Include any implementation fees, training fees, interface requirements, and expenses. The Vendor must list all hardware specification requirements. The list shall specify, at a minimum, the minimal requirements, and the recommended requirements based on the proposed solution. Vendors shall utilize the supplied pricing form in Attachment A.

As a part of an offer, Vendors must provide a schedule for the payment of fees based on the completion and acceptance of deliverables in the Pricing Proposal. This payment schedule is subject to negotiation and must be approved by The Valley Council of

Governments. Once approved, payments to the awarded Vendor will be made according to that schedule.

Unless otherwise indicated by The Valley Council of Governments, payment is only by reimbursement upon satisfactory performance of deliverables. Payment will be made upon submission of properly prepared and certified invoices, which detail the deliverables provided during the invoice period and associated costs.

2.6.12. Required Forms

The vendor is required to submit all required forms and FTA clauses included in this RFP.

2.6.13. Sample Contract

Vendor shall provide any Service Agreement that is applicable to the Maintenance services Vendor is proposing. Vendor shall also provide a sample contract with their submitted proposal. The selected respondent, after negotiations with The Valley Council of Governments, will be asked to enter into an agreement. Terms can be negotiable, but The Valley Council of Governments standard terms and conditions in the RFP will be incorporated. The Valley Council of Governments attaches considerable importance to the terms of the contract; and a proposal that is subject to significant modification to the contract or extensively conditioned will be at a disadvantage. All exceptions must be listed, referencing the section of the contract to which they apply.

2.7. Evaluation Process

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to The Valley Council of Governments. The evaluation criteria or elements listed will be used to determine which proposal is the most advantageous to The Valley Council of Governments. Discussions may be conducted with respondents determined to be reasonably qualified, and The Valley Council of Governments reserves the right to reject any and all proposals. The Valley Council of Governments reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates The Valley Council of Governments to contract for the proposed project. The Valley Council of Governments will negotiate a contract with the highest evaluated respondent, as determined by the selection committee. The Valley Council of Governments shall not be liable to any respondent for costs associated with responding to the RFP, for the respondent's participation in the interview, or any costs associated with negotiations.

Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be permitted after submissions and before award of the Contract.

Evaluation Standard: Submittals will be reviewed against the Minimum Functional Requirements as specified in Section 3.0. It is essential that Vendors include documentation which substantiates that the response meets the Minimum Technical

Requirements as outlined in the RFP. Failure to meet Minimum Technical Requirements may deem the submittal as non-responsive. If the submittal is deemed non-responsive, the submittal will be rejected and will not be considered for further evaluation.

The Valley Council of Governments will evaluate and score each of the proposal submittals received from responsive respondents based on established criteria. The Committee reserves the right to hear presentations if so desired. Only the top ranked respondent(s) will proceed on to Negotiation Phase. No order of preference is required during this phase.

The evaluation committee recommendations are subject to formal approval by The Valley Council of Governments Board of Directors.

A request for a Best and Final Offer is at the sole discretion of The Valley Council of Governments and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

The evaluation committee will determine if discussions, negotiations and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest/advantageous to The Valley Council of Governments..

2.8. CONTRACT TERMS AND CONDITIONS

2.8.1. Contract Terms and Conditions

The contract that The Valley Council of Governments expects to award as a result of this Request for Proposal will be based upon the offer submitted by the successful Vendor and this solicitation. The contract between The Valley Council of Governments and the successful Vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained within the RFP, the offer of the Vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by The Valley Council of Governments.

The contract terms contained within this RFP are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal quoted by the Vendor.

By submitting a proposal, each Vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal. If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to

include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by The Valley Council of Governments, in its sole discretion, resulting in possible disqualification of the proposal. The Valley Council of Governments reserves the right to either award a contract without further negotiation with the successful Vendor or to negotiate contract terms with the selected Vendor if the best interests of The Valley Council of Governments would be served.

2.8.2. Additional Cost Items Not In Contract

The Valley Council of Governments is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies, those costs shall be borne by the Vendor.

2.8.3. Installation and Implementation.

Upon award of a Contract, The Valley Council of Governments shall work collaboratively with the successful Vendor to meet the installation and implementation schedule set forth in the successful Vendors proposal. However, VTD requires the project to be complete and fully operational no later than November 1, 2010.

2.8.4. Licenses

The Vendor shall include the cost for all software licenses (if any) and annual software maintenance fees required for its work. The Vendor must furnish a written copy of the software Terms and Conditions of software agreement with the submitted proposal. The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work.

2.8.5. Vendor Warranties

The Vendor warrants that the all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Vendor or Valley Transit District, or The Valley Council of Governments will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Vendor or others. Any intellectual property provided to The Valley Council of Governments or Valley Transit District pursuant to the terms of this Contract, shall be wholly original with the Vendor or the Vendor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

The Vendor represents and warrants that the concepts, materials and The Valley Council of Governments and Valley Transit District's use of same and the exercise by Valley Transit District and The Valley Council of Governments of the rights granted by this Contract shall not infringe upon any other work, other than material provided by Valley Transit District or The Valley Council of Governments to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a

libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

The Vendor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

The Vendor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.

The Vendor warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity, which might derogate, encumber, or interfere with the rights granted to The Valley Council of Governments.

The Vendor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that The Valley Council of Governments will not have any obligations with respect thereto.

The Vendor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, and methodologies used in connection with providing the services contemplated by this Contract.

The Vendor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Vendor and Valley Transit District in performance of this Contract.

2.8.6. Care of Property

The Vendor shall be responsible for the proper custody and care of any Valley Transit District and/ or The Valley Council of Governments owned tangible personal property furnished for the Vendor's use in connection with the performance of the Contract, and the Vendor will reimburse Valley Transit District and/ or The Valley Council of Governments for such property's loss or damage caused by the Vendor, normal wear and tear excepted.

3.0 Functional Requirements

This section defines the system requirements for the paratransit scheduling and mobile data terminals. Systems are expected to be installed and integrated at Valley Transit District offices.

Vendors shall provide a response to how their products and services can meet the functional requirements outlined below.

3.1. Demand Response with AVL

Vendors shall provide a highly configurable and intuitive paratransit management system that combines scheduling, and Computer-Aided Dispatching software solution to assist in improving demand response operations. The system shall be tightly integrated with a geographic information system (GIS) to efficiently schedule demand response trips.

The system shall have the ability to fully integrate with Automated Vehicle Location (CAD/AVL) software which shall be available as an optional purchase.

Key functionality shall include:

- Customer/Rider Management
- Vehicle Management
- Driver Management
- Reservation/Trip taking
- Route, Run and Trip Management and Planning
- Route Setup and Configuration
- Advanced Optimization of Demand Response Requests
- Real time optimization of Demand Response Requests
- Trip, Driver and Run Assignment/Management
- Fully Automated Scheduling of all Trip Requests
- Operational and Management Reporting including NTD
- Data analysis and tools to assist in planning and operations

3.1.1. Scheduling

The system must provide the ability to create, edit, and manage curb-to-curb demand response "paratransit system. The system must be able to reserve and optimize the scheduling of the fourteen curb to curb demand response vehicles. The ability to assign drivers, runs, and trips to demand response routes is required. Data relating to the actual performance of the routes must be able to be entered into the system manually including actual pullout / pull-in times, driver assignments, odometers, fares, and passenger load and unload data. The system must provide automated tools to handle trip requests in an advanced reservation format and same day requests. The system must provide optimized scheduling and routing for demand response transportation. When handling same day requests, the system must use real time information and GIS data to make suggestions about which demand response route can provide the trip request. The system must be able to reserve and optimize the scheduling of the fourteen curb-to-curb demand response vehicles

3.1.2. Route Optimization

The software will draw upon the resources of the GIS package in order to perform route optimization functions based on real street network data. It is very important that Valley Transit District be able to schedule the most efficient routes possible. Route turn-by-turn driving directions are highly desirable. Explain all functions of the software in regards to route optimization.

3.1.3. Dispatching

The dispatchers must be able to easily toggle between different screens while a customer is on the telephone. Dispatching tools must be simple to use and efficient to enter and retrieve information. The selected software dispatch component must be very flexible and configurable for each dispatcher. Dispatchers should have the ability to create custom dispatch data views based on the type of dispatching methods performed. Describe all of the tools available to the dispatcher and how they automate the dispatching function.

3.1.4. AVL Dispatching

The optional AVL system must provide dispatching tools and components to easily view and track the performance of demand response vehicles. The system will utilize the real-time AVL information received from the vehicle to update schedule adherence in relation to its scheduled information. The dispatch module should utilize color codes to represent if vehicles are running early, on-time, or late. These variables will be user and system defined as to what is considered early, late, or on-time. Users must have the ability to dynamically determine how often to refresh the dispatch system. The system will seamless integrate into the existing GIS base map and graphically display the location of each vehicle and its scheduled route. bus stops, and time points. Vehicles should be color coded on the GIS map based on the status of the route.

The system must also provide a tabular display of the routes, runs, and trips that can be easily sorted and/or grouped by the user. System on-time performance statistics relating to the overall performance of the system must also be visually displayed.
The system must also provide real time information when prompted by users relative to specific customers and / or specific addresses.

Dispatchers must have the ability to determine the closest route to a specific address in real time for same day requests. All route information must be transmitted in real time to the proposed mobile data computing system. The intent is to establish a paperless environment for the drivers.

3.1.5. Reporting and Analysis

The system must provide both standard and ad-hoc reporting capabilities. All standard and ad-hoc reports must have a user-friendly and intuitive user interface to easily access reports. Vendors shall describe all data analysis and reporting capabilities as well as data ownership and access limitations, if any.

3.1.6. Administration

The system must provide modules or components to manage the configuration and administration of the system. The system will provide a driver management module to easily create, edit, and maintain driver data. The system must also provide a vehicle management module to create, edit, and maintain vehicle related information. Users should be able to easily administer and configure user and system security as well as all system parameters and variables. The system must be packaged with online help, training tools, and tutorials. The Vendor shall describe administrative functions of the proposed system.

3.1.7. Billing and Invoicing

The software must be capable of handling many different funding sources and billing rules. These agencies require different methods for pricing and contractual relationships. Some examples of pricing situations are: 1) vehicle miles and hours, 2) passenger miles, 3) revenue miles, 4) flat rate, 5) shared revenue / shared mileage, and 6) any combination of the previously mentioned possibilities. The system shall provide the capability to use the GIS distance calculation to calculate the cost of each trip. This distance calculation must be measured using GIS-based shortest path calculations using the street centerline dataset. Triangulation is not preferred. Certain agencies require special data/billing reports regarding clients served. Please describe how this data can be provided to the agencies. Please provide detailed information regarding how the software handles each of these billing situations and how your system will handle specific billing rules and/or bill requirements that are not supported in your system currently.

3.1.8. System Architecture

The vendor should provide details about the proposed paratransit configuration. These details shall include at a minimum:

- Diagram outlining the transfer of data from scheduling system to the vehicles via the wireless networks.
- Software, hardware, and protocols required to interface middleware to host software (CAD system).
- Software, hardware, and protocols required to interface middleware to wireless network.
- Software, hardware, and protocols required to interface in-vehicle hardware to wireless network.

3.1.9. Demand Response Host Interface

The vendor will provide the interface between the proposed demand response host system and the wireless data communications system. This middleware package must operate on a PC with a node on the same local area network (LAN) as the routing and scheduling package. The middleware must support multiple channels and communication networks, allowing the use of multiple communications networks should the need arise. It should also have diagnostic features available via remote dial-up for on going system maintenance.

3.2. Optional Technology

Valley Transit District requests that vendors describe their capabilities to provide and integrate the following components into the initial phase of the project. VTD may be purchasing these optional technologies at VTD's sole option.

3.2.1. Automated Vehicle Locating

The Vendor shall provide the option to purchase an Automated Vehicle Location (AVL) software solution to assist in improving demand operations, schedule adherence, in-vehicle data capture, and performance monitoring. Real-time data shall be collected on the vehicle using Global Positioning Systems (GPS) and transmitted to the Dispatch Center in real-time. The system must be tightly integrated with a Geographic Information Systems (GIS) and schedule adherence tools to easily identify potential opportunities, system delays and performance problems. The AVL software shall be fully and seamlessly integrated with all software proposed as part of this RFP.

Key functionality shall include

- Real-time two-way communication with mobile computers on board the vehicles of schedules, changes, actual arrival and departure times, mileage, no-shows, etc.
- Visual Display of Vehicles in Real-Time on Service Area Map.
- Display Early/Late Status of Vehicles
- Vehicle Playback based on GPS data to compare Scheduled vs. Actual

3.2.2. In-Vehicle Hardware Specifications

The vendor shall provide a mobile data computer (MDC) with the following minimum specifications. VTD encourages Vendors to make recommendations as to the most efficient and cost effective MDC or MDC alternative.

- 16 bit processor
- Integrated GPS receiver
- Emergency key
- –22° F to +150° F operating temperature with LCD display heaters to ensure the display is readable at temperatures below 32° F
- Keypad with adjustable back-lighting, audible and tactile feedback
- Rugged ABS enclosure
- LED indicators for Tx, Channel, Messages, and Power
- Integrated combination magnetic swipe card reader and integrated smart card reader/writer

Inputs/Outputs

- Minimum of 3 inputs, 2 programmable input/outputs, ignition sense input, and 3 open-drain (open-collector) outputs

- Odometer and/or GPS interface for speed detection
- Communications port for either direct to radio connection or RS232 to 3rd party communications device
- 3 spare RS232 ports for interface to peripheral devices such as electronic fare boxes, printers, etc.
- J-1850 interface
- Keyboard input for QWERTY style rugged keyboard (optional device, typically used for Supervisory vehicles)

Display

- Color, graphical display.
- Minimum of three (3) different sizes of character sets
- Minimum eight (8) line display
- Adjustable back-lighting for visibility in low-light environments
- Adjustable contrast
- LCD display heaters for operation in cold temperatures
- Memory
- 512 KB Flash ROM
- 384 KB Static RAM
- No less than 35 KB of data storage space specifically dedicated for trip information
- Options for additional memory storage

Communications

- Built-in wireless data network modem (required)
- Odometer Monitoring (Pulse Odometer or GPS input for mileage estimation)

On the occurrence of a specific event, the MDC will transmit the vehicle's odometer reading to the MDC/AVL computer. The MDC/AVL computer will, in turn, send the odometer reading to the host system. In order to account for any variances in vehicle travel mileage, the odometer reader must be configurable to allow the settings to be calibrated from one vehicle to the next, or be GPS-based.

Accessories

The vendor shall provide the following installation hardware:

- Adjustable pedestal or dash mount, depending on the vehicle type.
- Cabling for connections to the applicable on-board radio/data modem equipment, power and any desired peripherals.
- Any additional antennas required for data modems or the GPS receiver (optional).

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SECTION 4

STATE OF CONNECTICUT REQUIREMENTS

By way of contract with the State of Connecticut Department of Transportation Valley Transit District has agreed to adhere to the following DOT policy and to incorporate the requirement of such policy in all third party contracts. By way of proposal submittal the Offeror hereby agrees to adhere to the policies, statements and regulations contained in this section.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-10
January 6, 2006

SUBJECT: Code of Ethics Policy

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 requite 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 laws 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 his 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 his designee.

The DOT Ethics Compliance Officer Is:
Dave F. Crowther, Director
Office of Management Services

For questions, contact the Ethics Compliance Officer's Designee:
Alice M. Sexton, Principal Attorney
Office of the Commissioner

To contact the Office of State Ethics:
Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Fax. (860) 566-3806

2800 Berlin Turnpike Web: www.ethics.state.ct.us
Newington, CT 06131-7546
Tel. (860) 594-3045

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject the 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 "Construction/Bidding Contracts Menu," 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. 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 the calendar year does not exceed fifty dollars ($50). 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. ***Gift Exchanges Between Subordinates and Supervisors:*** A recent change in the Code of Ethics prohibits exchange of gifts valued at $100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. Advisory opinions of the Citizen Ethics Advisory Board's predecessor, the State Ethics Commission, suggest that, absent any other applicable exception, gifts exchanges between State employees *of any reporting relationship* should be limited to benefits with a cumulative value of less than $100 *per year* where benefits are given by virtue of the State employee's or public official's office/position.

3. ***Acceptance of Gifts to the State.*** A recent change to the Code of Ethics for Public Officials placed limits on the ability of State employees and public officials to accept "gifts to the State" that facilitate or benefit State action or functions. Before accepting any benefit as a "gift to the State," DOT employees shall contact the Ethics Compliance Officer.

4. ***Charitable Organizations and Events:*** No DOT employee shall, either individually or as a member of a group, directly or indirectly solicit the sale of tickets for a charitable event, or 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 , or from any person or entity whose interests may be substantially affected by the performance or nonperformance of the employee's duties.

5. ***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% 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.

6. ***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) 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 on 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.

7. ***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. 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. No DOT employee shall have, directly or indirectly, a financial interest in any business, firm, or enterprise doing business with the State of Connecticut which could cause or create a conflict with, or influence the performance of, the employee's duties with the Department.

8. ***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 valued at $100 or more unless the contract has been awarded through an opened public process.

9. ***Sanctioning Another's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.

10. ***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.

11. ***Political Activities:*** Certain political activities may also result in a conflict of interest for DOT employees Political activities of State employees are governed by both the Federal Hatch Act, Conn. Gen. Stat. &5- 266a, as well as Regs. of Conn. State Agencies &5-266a-1. Employees are encouraged to review DAS General Letter regarding political activities of employees, found at: http://www.das.state.ct.us/HR/om/GL214D.pdf, and contact the Ethics Compliance Officer, the Office of State Ethics, and, if necessary, the federal Office of Special Counsel, Hatch Act Unit: www.osc.gov/hatchact.htm.

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 the leave State service. Upon leaving State service:***

- ***Confidential Information:*** DOT employees must not 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 the 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.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy of by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation and 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
- DAS General Letter regarding political activities of employees, found at: http://www.das.state.ct.us/HR/om/GL214D.pdf.
- The Office of State Ethics web site which includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of pervious enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or his 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 February 8, 2005)

Stephen E. Korta, II
Commissioner
(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

CONNECTICUT DEPARTMENT OF TRANSPROTATION

POLICY STATEMENT

POLICY NO. F&A-19

April 17, 2006

SUBJECT: Policy on Disadvantaged Business Enterprise Program

The Connecticut Department of Transportation (ConnDOT) is committed to the effective implementation of the Disadvantaged Business Enterprise (DBE) Program as defined in Title 49, Code of Federal Regulations (CFR) Part 26. This program will be executed in accordance with the regulations of the United States Department of Transportation (DOT) as a condition of receiving DOT funding.

It is the policy of ConnDOT to:

a) Ensure nondiscrimination in the award and administration of DOT-assisted contracts in ConnDOT's highway, transit and airport financial assistance programs;
b) Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
c) Ensure that ConnDOT's DBE Program is narrowly tailored in accordance with applicable law;
d) Ensure that only firms which fully meet this part's eligibility standards are permitted to participate as DBEs;
e) Help remove barriers to the participation of DBEs in DOT-assisted contracts; and
f) Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

ConnDOT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract. ConnDOT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. ConnDOT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

In administering the DBE Program, ConnDOT will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, national origin, or sex.

No contractor, subrecipient, or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance on any DOT-assisted contract. Contractors shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements will result in a material breach of the contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the agreement. The DOT may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE Program whose conduct is subject to such action. The DOT may refer to the United States Department of Justice, for prosecution under 18 United States Code

(USC) 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable federal statutes.

The Manager of Contract Compliance has been designated as the DBE Liaison Officer. In that capacity, the Manger of Contract Compliance is responsible for implementing all aspects of the DBE Program.

This DBE Program Policy Statement is distributed to all ConnDOT managers and to the DBE and non-DBE community. The Policy Statement is also available on the ConnDOT web site.

(This Policy Statement supersedes Policy Statement No. F & A – 19 dated May 12, 2003.)

AGREEMENTS WITH GOALS
SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised – October 16, 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

a. "CDOT" means the Connecticut Department of Transportation.

b. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

c. "Broker" means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.

d. "Contract," "agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.

e. "Contractor," means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.

f. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is a least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

g. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

h. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulations ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

i. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

j. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aluets, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma

(Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry our applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.

B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DEB program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CDOT's Division of Contract Compliance.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from CDOT's unit administering the Contract, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.

F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the state goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document of

substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.

H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and place for inspection by authorized representatives of CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

A. The Contractor shall assure that certified DEBs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. Contract goal for DBE participation equaling __0____ percent of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. **Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate can not be counted toward the goal.**

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, or document a plan which indicates how the Cntractor intends to meet the goal in the future phase(s) of the work, the Contractor must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Prior to execution of the Contract the Contractor shall indicate, in writing on the forms provided by CDOT to the Director of Contract Administration

or CDOT's unit administering the Contract, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform and the dollar amount of participation. This information shall be signed by the named DBE and the Contractor. The named DBE shall be from a list of certified DBEs available from CDOT. **In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.**

D. The prime Contractor shall provide a fully executed copy of each agreement with each DBE named to achieve the goal indicated in III-B to CDOT's unit administering the Contract.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's unit administering the Contract which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's unit administering the Contract) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's unit administering the Contract in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable to unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to CDOT's unit administering the Contract together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:

1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and

2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacture is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the CDOT to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when a hauler, trucker, or delivery service is a DBE but is not also the

manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B before execution of the Contract, or document a plan which indicates how the Contractor intends to meet the goal in future phase(s) of the work, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. Execution of the Contract will proceed if the Contractor's good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Director of Contract Administration or CDOT's unit administering the Contract, which documents the specific good faith efforts that were made to meet the DBE goal. **Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.**

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;

2. a statement setting forth all parts of the Contract that are likely to be sublet;

3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the state goal;

4. copies of all letters sent to DBEs;

5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;

6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;

7. copies of letters received from DBEs in which they declined to bid or submit proposals;

8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;

9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

10. any information of a similar nature relevant to the application.

B. All applications shall be submitted to the Director of Contract Administration or CDOT's unit administering the Contract. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Director of Contract Administration or CDOT's unit administering the Contract shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546. The Director of Contract

Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractors request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**

D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 – GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/ Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/ Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/ Contractor has made. The efforts employed by the Bidder/ Contractor should be those that one could reasonable expect a Bidder/Contractor to take if the Bidder/ Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive.. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CIVIL RIGHTS

The Second Party shall comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21) issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Appendix CR attached hereto, both of which are hereby made a part of this Agreement.

(a) For the purposes of this section, "Minority Business Enterprise" means any small contractor or supplier of materials fifty-one percent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. §32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b)(1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Second Party that such disability prevents performance of work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§46a-56, 46a-68e and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Second Party agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

(d) The Second Party shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its "good faith efforts".

(e) The Second Party shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. §46a-56, provided if such Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Second Party may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Second Party agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

1. Nondiscrimination (Sexual Orientation). The Second Party shall comply with the following:

(a) Pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Second Party agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party which relate to the provisions of this section and Conn. Gen. Stat. sec. 46a-56.

(b) The Second Party shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer

unless exempted by regulations or orders of commission. The Second Party shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanction for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Second Party becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the commission, the Second Party may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:
http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

Attachment A: VTD Pricing Form

Software:

Demand Response Scheduling Software	$_____
Deviated Fixed Route Software	$_____
AVL Software	$_____
Third-party Software	$_____
Other _____	$_____

Implementation and Training:

Base Software Training per Training Schedule	$_____
Base Software Implementation	$_____
AVL/MDC Training	$_____
AVL Software Implementation	$_____
Additional Training Cost Per Hour	$_____
Other _____	$_____

Hardware:

MDC and all required components per unit	$_____
On-site Installation	$_____
Other _____	$_____

Maintenance

Five Year Maintenance Agreement	$_____
Annual Maintenance Agreement	$_____

Miscellaneous

IVR	$_____
Web-based Customer Portal	$_____
Customer Reports Included in Base Price	_____
Additional Custom Reports per _____	$_____
Software Hosting Annually	$_____

Other

_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____

Attachment B

REQUIRED PROPOSAL FORMS

CONNECTICUT REQUIRED CONTRACT/AGREEMENT

PROVISIONS DATED MARCH 6, 1998

"SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES"

1. General

A. Equal employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related contract provisions.

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

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

C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.

D. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of $10,000 or more on federally assisted projects and $5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification or language as is necessary to make them binding on the subcontractor or subconsultant.

E. These Required Contract Provisions apply to all state funded and/or federally assisted projects. activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

The Company will develop, accept and adopt as its operating policy and Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. Equal Employment Opportunity Officer

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

4. Dissemination of Policy

A. All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company Official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable Company official covering all major aspects of the Company's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Company.

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

B. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will take the following actions:

(1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
(2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

A. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among

minority groups in the area from which the project work force would normally be derived.

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

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

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

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The following procedures shall be followed:

A. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

B. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practice.

C. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective actions shall include all affected persons.

D. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.

E. The general contact provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and timetables will remain the same throughout the contract provision.

7. Training and Promotion

A. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

B. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contact performance. Where feasible, 25 percent of apprentices of trainees in each occupation shall be in their first year of apprenticeship of training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

C. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.

D. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

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

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

B. The Company will use its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.

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

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

9. Subcontracting

A. The Company will use its best efforts to solicit Proposals from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable Disadvantaged Business Enterprise firms from the Division of Contract Compliance.

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

C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

A. The number of minority and non-minority group members and women employed in each work classification on the project.

B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).
C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
D. The progress and efforts being made in securing the services of minority and female owned businesses.

(1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.

(2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

A. Contractors, subcontractors, Vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is $5,000 or over.

B. Contractors, subcontractors, Vendors, suppliers, and all other Companies with federally assisted contracts, agreements, or purchase orders valued at $10,000 or more will submit an Affirmative Action Plan.

C. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
AFFIRMATIVE ACTON REQUIREMENT

For Subcontractors of The Department of Transportation

Company Name
(if applicable include d/b/a) _____

Address _____

City/State/Zip _____

Area Code/Phone Number _____

Area Code/Fax Number _____

Contact Person _____

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, age, sex, marital status, national origin or ancestry, present or past history of mental disability, mental retardation, learning disability or physical disability, including but not limited to, blindness except in the case of a bona fide occupational qualification or need. Such action shall include: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. This policy and practice applies to all persons.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable federal and state laws, and applicable regulations and executive orders.

1. Civil Rights Act of 1964, as amended
2. Presidential Executive Order 11246, as amended
3. Title 23 U.S.C. 140
4. Title 49 C.F.R. Part 26
5. Governor's Executive Orders #3 and #17
6. Connecticut Fair Employment Practices Act
7. Americans with Disabilities Act of 1990
8. Public Act No. 91-58
9. Specific Equal Employment Opportunity Responsibilities
10. Required Contract Provisions Federal Aid Construction Contracts

11. A (76) Affirmative Action Requirements
12. Training Special Provision
13. Minority Business Enterprises as Subcontractors
14. Standard Federal Equal Employment Opportunity Construction Contract Specification
15. Nondiscrimination Act

In implementing this policy and ensuring that equal opportunity is being provided to protected class members, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is "An Affirmative Action/Equal Opportunity Employer".

In order to substantiate this firm's efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain internal EEO/affirmative action audit procedures and reporting, as well as record keeping systems.

It is understood by me, including the Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm's affirmative action program and failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female applicants, in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action policy program, prior to receiving approval. It is recognized that an approved affirmative action program is a prerequisite for performing services for the contracting agency.

Managers and supervisors are being advised of their responsibilities to ensure the success of the Affirmative Action Program. The ultimate responsibility for the Affirmative Action Program rests with the Chief Executive Officer. However, the day-to-day duties are hereby designated to _____(Name), this individual has been designated as the Equal Employment Opportunity Officer of this firm and will report directly to the Chief Executive Officer in these matters.

This Affirmative Action Policy Statement has my whole-hearted support. In addition, each manager and supervisor, as well as all employees, 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 equal employment opportunity in each grade and classification of employment.

_____ _____

Signature of Chief Executive Officer Date

Rev. 11/13/06

ATTACHMENT C

THIRD PARTY CONTRACT CLAUSES

Third Party Contract Clauses

3.3. 1. Notice of Federal Requirements

This procurement is subject to a financial assistance contract between the Federal Transit Administration (FTA), the State of Connecticut, Department of Transportation, and The Valley Council of Governments. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, 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.

3.4. 2. No Government Obligation to Third Parties

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

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

3. <u>Civil Rights</u>

a) <u>Equal Employment Opportunity</u> - In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The contractor shall take affirmative actions to insure that applicants employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) <u>Disadvantaged Business Enterprise</u> - In connection with the performance of this contract, the contractor will cooperate with the project sponsor in meeting their commitments and goals with regard to the maximum utilization of disadvantaged business enterprises (DBE's) and will use its best efforts to ensure that DBE's

1. Policy - It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 23 apply to this agreement.

2. DBE Obligation - The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

3. DBE Non-Discrimination - The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract or agreement. The requirements of C.F.R. Part 23 and the Recipient's U.S. DOT-approved disadvantaged business enterprise (DBE) program (where applicable) are incorporated in this contract or agreement by preference. Failure by the contractor, subrecipient or subcontractor to carry out these requirements is a material breach of the contract or agreement, which may result in the termination of this contract or agreement or such other remedy as the recipient deems appropriate.

c) Title VI of the Civil Rights Act of 1964 - During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

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

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin 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 Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, account, other sources of information, and its facilities as may be determined by the recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

    a) Withholding of payments to the contractor under the contract until the contractor complies, and or,
    b) Cancellation, termination or suspension of the contract, in whole or in part.

6. The contractor shall include the provisions of paragraphs (1) through (6) of this section 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 Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 Recipient, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.5. 4. Federal Changes

Contractor shall at all times comply with all applicable FTA regulation, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the State of Connecticut, Department of Transportation, **VTD,** The Valley Council of Governments and the 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.

3.6. 5. Program Fraud and False or Fraudulent Statements or Related Acts

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

b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C.§ 1001 and 49 U.S.C.§ 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate

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

3.7. 6. Termination

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

b) Termination for Default (Breach or Cause) (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, The Valley Council of Governments may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by The Valley Council of Governments that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, The Valley Council of Governments,, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c) Opportunity to Cure (General Provision): The Valley Council of Governments in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (an appropriately short period of time) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to The Valley Council of Governments' satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten days after receipt by Contractor or written notice from The Valley Council of Governments setting forth the nature of said breach or default, The Valley Council of Governments shall have the right terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude The Valley Council of Governments from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d) Waiver of Remedies for any Breach: In the event that The Valley Council of Governments elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The Valley Council of Governments shall not limit The Valley Council of Governments remedies for

any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e) Termination for Convenience (Professional or Transit Service Contracts): The Valley Council of Governments, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

3.8. 7. Privacy Act

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C.§ 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

3.9. 8. Breaches and Dispute Resolution

a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by The Valley Council of Governments General Manager. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

b) Performance During Dispute - Unless otherwise directed by The Valley Council of Governments, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in questions between The Valley Council of Governments and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which The Valley Council of Governments is located.

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

3.10. 9. Incorporation of Federal Transit Administration Terms

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 4220.1D, dated April 15, 1996, 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 The Valley Council of Governments requests which would cause The Valley Council of Governments to be in violation of the FTA terms and conditions.

3.11. 10. Interest of Public Officials

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

3.12. 11. Bid Protest Procedures

Proposers wishing to protest any The Valley Council of Governments procurement shall submit their pre-award protest in writing no less than eight (8) calendar days before proposal submittal date. Proposers wishing to protest a The Valley Council of Governments contract award must submit their protest in writing no less than seven (7) calendar days after the award of the contract.

The protest will be handled as follows:

a) The protest shall be delivered to the Valley Council of Governments and shall state all issues and facts applicable to the protest. Issues and facts not stated in the protest will not be considered.
b) A meeting(s) may be called following receipt of the protest that will include representatives from The Valley Council of Governments, the Valley Transit District, any other representatives at the Council's discretion, and the protester to discuss the issue related to the protest. The meeting may be conducted by telephone conference with recorded conversation.
c) A decision on the protest will be made by the Chairman of the Valley Council of Governments within fifteen (15) business days following receipt of the protest. If the protest is a pre-award protest, the submittal date may be postponed pending the Chairman's decision. The protester shall be notified of the decision in writing by the city by regular mail or by facsimile transmission.
d) The Chairman may at his/her discretion, extend the limits of time outlined above.
e) The decision of the Chairman shall be final and not subject to appeal except as required by FTA, if applicable, and must be in accordance with FTA Circular 4220.1D as periodically updated.
f) Failure of the protester to specify their objections in writing and in accordance with the specific time deadlines shall constitute a waiver of all rights to protest.

12. <u>Certifications Required with this Proposal are listed Below</u> (copies attached)

(a) Eligible Contractor's Certificate
(b) Affidavit of Non-Collusion
(c) Certification Regarding Debarment, Suspension and Other Ineligible and Voluntary Exclusion
(d) Certification Regarding Lobbying
(e) Disadvantaged Business Enterprises Certification

EXHIBIT B

THIRD PARTY CONTRACT CERTIFICATIONS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at U.S.C. 1601, et seq.).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (Note: Pursuant to 31 U.S.C. Section 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure).

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

_____
Name of Individual, Partnership, or Corporation

_____
Address

_____ _____
Authorized Person Signature

_____ _____
Title Date

(Failure to complete this form and to submit it with your bid will render this bid non-responsive).

CERTIFICATION
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third-party contractor, _____ , certifies, by submission of this proposal, that neither it nor it's principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under FTA project, potential third party contractor or potential contractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation of this proposal.

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third-party contract), _____ , certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

_____
Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ (contractor) hereby certifies that the _____ (contractor) has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

_____ _____
Signature of Contractor's Attorney Date

(applies to contractors/subcontractors with contracts in excess of $100,000)

(Failure to complete this form and to submit it with your bid will render this bid non-responsive).

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

(1) Policy – It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. part 23 shall have the maximum opportunity to participate in the performance or contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 23 apply to this agreement.

(2) DBE Obligation – The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that disadvantages business enterprises have the maximum opportunity to compete and perform contracts. Recipients and the their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted contracts.

4.0 DBE Certification

The contractor hereby agrees to subcontract a minimum of _% of the contract to disadvantaged business enterprises.

Firm Name: _____

Signature: _____

Title: _____

Date: _____

Note: This form is to be submitted with the proposal. Please attach the names and addresses of any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them.

(Failure to complete this form and to submit it with your bid will render this bid non-responsive).

ELIGIBLE CONTRACTORS CERTIFICATE

_____ (name of the third-party contractor) hereby certifies that it **IS / IS NOT** (circle one) included on the U.S. Comptroller General's Consolidated List of Person or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Firm Name: _____

Signature: _____

Title: _____

Date: _____

(Failure to complete this form and to submit it with your bid will render this bid non-responsive).

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

5.0 AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having the authority to sign on behalf (if the bidder is a corporation);

2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

3. That the contents of the bid have not been communicated by the bidder or it's employees or agents to any person not an employee or agent of the bidder or it's surety or any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

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

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20___ .

_____
Notary Public

My commission expires _____ , 20___ .

(Failure to complete this form and to submit it with your bid will render this bid non-responsive).