



Southeast Area Transit District

## **All-Wheel Drive Sport Utility Vehicles**

Invitation for Bids (IFB)

No. SEAT-IFB- 17-004

Solicitation Advertisement March 27, 2017

Deadline for Questions 10:00 AM April 7, 2017

Return of Proposals – Required Due Date 12:00 Noon April 21, 2017

Contract Award Date (on or about) April 28, 2017

Contract Commencement (on or about) May 5, 2017

Through this IFB, you are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bids with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the Southeast Area Transit District and the successful bidder when approved and accepted on behalf of the Transit District by an authorized official or agent of the Transit District. Please review the bid document as soon as possible and note the deadline for questions in the Instructions to Bidders. BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED. The Transit District reserves the right to postpone the completion of evaluation of proposals, or to cancel this IFB altogether, at any time for, its own convenience.

Southeast Area Transit District has working relationships with the State of Connecticut and First America. Through these relationships we have the advantage of requesting the same pricing afforded on their contracts. The District would expect that pricing, for the services requested, on any State of Connecticut and/or First America contract would be extended through this request for Bid.

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## INSTRUCTIONS TO BIDDERS

### 1.0 General

The bid response shall constitute an indication that the bidder will meet design requirements established in the attached Scope of Work, together with any Addenda issued by The Southeast Area Transit District relative to this procurement of services.

### 2.0 Bid Schedule

- A. The invitation to bid will be issued March 27, 2017
- B. There will be no pre-bid conference.
- C. Requests for exceptions to the Technical Specifications must be in writing and received at The Southeast Area Transit District, at 21 Route 12, Preston CT 06365 by 10:00 AM. April 7, 2017.
- D. Bids must be received by 12:00 Noon, local time, on April 21, 2017 at the office of:  
Ginger Morse, Administrative Assistant/Procurement Officer  
Southeast Area Transit District  
21 Route 12, Preston CT 06365

Bids must be sealed and clearly marked "**AWD SUV**".

### 3.0 Bidder Review and Requests for Exception

- A. Bidders may discuss this procurement package and any related addenda with the Southeast Area Transit District. Such discussions do not, however, relieve bidders from responsibility for submitting written requests for "exceptions".
- B. Bidders must submit written requests to the Southeast Area Transit District for approved equals, clarifications or exceptions relative to the technical specifications and/or addenda issued by Southeast Area Transit District by April 7, 2017. Any request or protest must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than that required.
- C. The Southeast Area Transit District shall make a determination relative to each request for exception(s) in writing. All written determinations will be issued as an addendum to the technical specifications and will be mailed or otherwise furnished to all known interested bidders.
- D. The undersigned acknowledges receipt of all addenda to the technical specifications:

Addendum No. 1, Dated \_\_\_\_\_  
 Addendum No. 2, Dated \_\_\_\_\_  
 Addendum No. 3, Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the bid to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer (see Bid form).

#### 4.0 Bid Package

A. A COMPLETE BID PACKAGE SHALL INCLUDE, AT MINIMUM, THE FOLLOWING ITEMS:

- (a) Bid Bond: Not required.
- (b) Completed Appendix A – All required Federal Clauses and Certifications
- (c) Completed Appendix B – All Required State Clauses and Certifications
- (c) Acknowledgement of Addenda (see Section 3.0 D above)
- (d) Written documentation of DBE Firm Participation greater than or equal to 1% of the total bid price; and
- (e) Base Bid with **bidders tabulated summaries** (attached to bid forms).

B. THE BIDDER SHALL ALSO SUBMIT, AS ADDITIONAL INFORMATION TO THE BID, WHETHER THE BIDDER IS A PERSON, FIRM OR CORPORATION AND THAT IT:

- (a) Has the capability to perform the work and supply the materials within the time specified in this contract;
- (b) Has the experience to perform the work described in the attached Scope of Work. The bidder shall provide the following information relative to all contracts for similar work performed in the previous three (3) years; name, address and telephone number of the organization and contact person; brief description of project, month and year of contract.
- (c) Has necessary financial resources or has the capability to obtain such resources to complete the contract in a satisfactory manner within the required time; and
- (d) Other requirements specific to this solicitation.

C. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The DBE Contract Goal for this procurement is 1 %. The firm(s) will be required to make a good faith effort to utilize DBE subcontractors with the objective of meeting this goal. The Southeast Area Transit District views this good faith effort as a matter of diligence and responsiveness. If the contract goal is not met, the firm(s) will be required to provide written documentation and evidence of their good faith efforts if they are selected to enter into negotiations with the Southeast Area Transit District for services. The proposed DBE firms must be certified as such in the State of Connecticut.

D. One (1) original and two (2) copies of the complete bid package must

be received by the due date and time. The sealed bids must be clearly marked "**AWD Sport Utility Vehicle**". Bids shall be addressed to:

Ginger Morse, Administrative Assistant/Procurement Officer  
Southeast Area Transit District  
21 Route 12, Preston CT 06365

#### 5.0 Bid Price

All bids must be upon the blank Form for Bid, annexed hereto, stating the proposed price of each item of the Work, both in words and in figures, and be signed by the Bidder with his business address and place of residence with **tabulated details of the cost proposal attached**.

The price quoted in any bid submitted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the project pursuant to the attached Scope of Work. All bids remain in effect for 45 days from bid opening.

#### 6.0 Bid Security

#### 7.0 Taxes

The Southeast Area Transit District is a tax-exempt governmental entity. Prices quoted by the bidder should not include any tax from which a governmental entity is exempt. The price quoted shall include the total and complete cost for the project in conformance with the attached technical specifications.

#### 8.0 Cost Liability

The Southeast Area Transit District assumes no responsibility and no liability for costs incurred by the bidder for the preparation of a bid or any cost associated with the selection process.

Bidders are directed to investigate all conditions involved in meeting the requirements of this project, to carefully read the IFB and all appendices and addenda, and to inform themselves fully of the conditions under which the work is to be performed. The District expects this Project to be completed with celerity. No Contractor will be allowed additional compensation for items on which it has failed to inform itself and/or miscalculations.

#### 9.0 Bid Postponement and Amendment

The Southeast Area Transit District reserves the right to revise or amend the specifications any time prior to April 12, 2017. Revisions, amendments and/or

postponement, in the form of an addendum, shall be provided to all bidders receiving or requesting bid materials by mail.

The Southeast Area Transit District reserves the right to postpone the bid opening at any time prior to the scheduled date and time if deemed necessary and in the best interest of the Southeast Area Transit District.

#### 10.0 Public Bid Opening

There will be no public opening of bids for this procurement.

#### 11.0 Bid Rejections and District Rights

The Southeast Area Transit District reserves the right to waive any minor bid informalities or irregularities in the bids received which do not go to the heart of the bid or prejudice other bidders or to reject any and all bids submitted when it is in the best interest of the Transit District. Conditional bids, or those which take exception to the specifications and addenda, will be considered nonresponsive and will be rejected. In addition, the District reserves the right to:

- (a) Accept any proposal or reject any and all proposals without penalty at its sole discretion and to reissue this IFB. The District makes no representations that a Contract will be awarded to any Bidder responding to this IFB.
- (b) Waive any minor irregularities but is under no obligation to do so.
- (c) Award contracts to more than one bidder.
- (d) Withdraw this IFB at any time without prior notice or to postpone the proposal due date or award date for its own convenience.
- (e) Check references, interview staff and/or visit qualified Bidder's facilities.
- (f) Procure any item by other means.
- (g) Ask questions or request additional details.
- (h) Reject or disqualify any employee of the Contractor from performing service under this Contract with or without cause.
- (i) No bid will be accepted from, nor will any Contract be awarded to, any person or firm that is in arrears to the District upon any debt or contract or that has failed to perform faithfully any previous contract with The District.
- (j) Request all detailed supporting documentation for any and all cost/pricing submittals.

## 12.0 Single Bid Response

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the price is fair and reasonable.

## 13.0 Bid Withdrawal

An authorized representative of the Bidder may withdraw bids any time prior to the scheduled bid opening. After bids are opened, bids may not be withdrawn for 45 calendar days.

## 14.0 Award Procedure

- A. The Southeast Area Transit District shall review bids within five (5) business days after bid opening. It is anticipated that notices of the Southeast Area Transit District's determination will be issued to all bidders by mail on or about April 28, 2017.
- B. The Southeast Area Transit District will evaluate bids on the basis of the following items which are not listed in order of importance:
  - (a) Ability to fulfill FTA and State requirements
  - (b) Experience and reputation of bidder
  - (c) Base and Options Bid Price
  - (d) Ability to deliver vehicles in a timely manner.
  - (e) Completeness of bid; inclusion of all requisite certifications
- C. Interested parties may "protest" or dispute the Southeast Area Transit District's determination. The protest procedure is defined in the following section (15.0).
- D. The District reserves the right to reject any or all Bids, should the Owner deem it to be in the agency's or the public's interest to do so.
- E. The Owner may reject Bids which in its sole judgment are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Owner may waive such omissions, conditions or irregularities.

## 15.0 Bid/Proposal Protest Procedure

This procurement is being conducted in compliance with FTA Circular 4220.1F, as amended, and all applicable Federal, State and local procurement regulations. As required by Federal Regulation, any protests arising under this Invitation for Bid shall be handled through the District's protest procedures. This section details protest rights and discusses a process and deadlines by which protests must be submitted.

General

Protests will only be accepted by the District from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The District will consider all such protests, whether submitted before or after the award of a contract. The District does not intend to allow the filing of bid protests to unnecessarily delay the procurement process. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged;
2. Provide name, address and telephone numbers of protester;
3. Identification of the solicitation or contract number;
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
5. Provide a statement as to what relief is requested.

#### Protest Before Award

Protests before award must be submitted within fourteen (14) business days prior to bid opening, which will include protests addressing the adequacy of the IFB's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of Work. If the written protest is not received by the time specified, the bid or evaluation process shall continue. Thereafter, all issues and appeals are deemed waived by all interested parties.

The District will determine if the bid opening should be postponed. If the bid opening is postponed, the District will contact Bidders who have been furnished a copy of the proposal/bid notifying them that a protest has been filed and that bid opening is postponed until a final decision is issued. Any appropriate agenda will be issued regarding a rescheduling of the bid opening.

#### Protest After Bid Opening

When a protest against the making of an award is received, and whose bids might become eligible for award, Bidders may submit a protest, within five (5) business days, conforming to the method detailed in the "General" section above. Award of a contract will be suspended for five (5) business days after the matter is resolved. The District reserves the right to proceed in contract award if it is determined that:

1. The items to be procured are urgently requested; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make a prompt award otherwise causes undue harm to the District, the State of Connecticut or the Federal Government.

In the event that the District determines that an award is to be made during the five (5) day period or during the pendency of a protest, the Federal Transit Administration (FTA) will



be notified prior to the making of the award. FTA reserves the right not to participate in such procurements.

#### Protest After Award

Protest against an award must be filed with the District within five (5) full working days immediately following the award. This protest shall conform to requirements of the "General" section above. Thereafter, such issues are deemed waived by all interested parties. If it appears that the award may be invalidated and a delay in receiving the supplies or service is not prejudicial to the District's interest, the District shall by a mutual agreement with the contractor, suspend performance on a no-cost basis.

#### The District Decision on the Protest

The District's Chief Executive Officer, or his designee, will evaluate and make a decision. Following an adverse decision by the District, the protester may file a protest with the Federal Transit Administration (FTA).

#### Federal Transit Administration (FTA) Review of Protest

Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest or there is a violation of Federal Law or Regulation. The cognizant FTA Regional or Headquarters Office must receive an appeal to FTA, with a copy to the District, within five (5) working days, of the date the protester knew or should have known of the violation. Protesters shall include the District's project/solicitation number, a statement of the grounds for protest and all supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures. The complaint process, stated within that law or regulation, will handle violations of Federal law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

#### Judicial District

The laws of the State of Connecticut shall govern this IFB and any subsequent Contract. The venue for any litigation arising from this IFB or Contract shall lie in Fairfield County, Connecticut.

#### 16.0 Interpretation of Language

Should any question arise as to the interpretation of any language or clause of this IFB, the question shall be submitted to the District's Chief Executive Officer (CEO) or his designee, who shall interpret the language. The District's CEO's decision shall be final.

#### 17.0 Severability

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

#### 18.0 Audit and Inspection of Records

The Bidder agrees that the District or its designee, the Comptroller General of the United States, the State of Connecticut, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records and accounts with regard to the Project in any way. Further, the Proposer agrees to maintain all required records for at least three years following the end of the term of the Contract awarded under this IFB.

The Bidder shall permit and allow any and all authorized District employees or representatives to enter upon any part of the Bidder's property or facilities, for the purpose of conducting studies and surveys, inspecting facilities and equipment, inspecting and /or auditing books and records, and for other matters relevant to the Program. No notice shall be required for inspections to be conducted by the District. The District shall have the sole right to determine when, where and under what conditions inspections are to be carried out.

#### 19.0 Ownership of Records and Data

The District retains unconditional ownership of all documents, data, information, reports or other materials produced under the Contract.

#### 20.0 Independent Contractor

Nothing in this IFB shall constitute, or be construed to create, a partnership or joint venture between the District and the Bidder or its successors or assigns. In entering into a Contract the Contractor is at all times acting and performing as an Independent Contractor, duly authorized to perform the acts required of it hereunder.

#### 21.0 Affirmative Action Plan

Bidders shall include a copy of their affirmative action plan and a brief description of how that plan is being implemented.

#### 22.0 Corporate Status

All Bidders must be currently licensed to do business in the State of Connecticut and maintain such license throughout the duration of the Contract.

#### 23.0 Covenants Against Gratuities

The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of The District before, during or for one year after the period of any agreement or Contract entered into under this IFB.

#### 24.0 Confidentiality of Records

The Contractor shall agree that the information and records relating to the provision of this service are confidential and shall not be disclosed to any person without the prior written authorization of the District. The Contractor shall not discuss any matter related to the provision of this service to any media including but not limited to: newspapers, radio

stations, television stations, trade journals or at any public forum live or recorded without express written permission of the District.

#### 25.0 Management Supervision

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

- Review and approve the personnel assigned used and/or employed by Contractor in performance of the Contract.
- Review and approve any aspect of the Program.

#### 26.0 Termination

26.1 See Termination Clauses included and made part of this contract in Appendix A

#### 27.0 Conflict

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

#### 28.0 Site Safety

#### 29.0 Project Schedule

#### 30.0 Insurance

#### 31.0 Discrimination

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

#### 32.0 Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days

from the receipt of each payment the prime contract receives from GBT. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GBT. This clause applies to both DBE and non-DBE subcontracts."

### 31.0 Standard Contract

A standard contract is included in Appendix C.

**END OF SECTION**

## BID FORM

1. Submit Bid Form in strict compliance with *Instructions to Bidders*.
2. Fill in all blanks **and attached tabulated summaries in support of the total bid**. The District reserves the right to reject incomplete Bid forms.
3. This bidding document is not part of the Contract Documents, unless specifically referenced in the Owner/Contractor Agreement.
4. Contractor: (Fill in your complete name and address.)

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5. Base Bid: The Bidder proposes to deliver all vehicles required by the Contract Documents in accordance with the following schedule. **Complete tabulated summaries must be attached**: (Fill in amounts)

- A. Base Vehicle
- B. Powered Drivers' Seat
- C. Exterior Paint excluding White
- D. 5" x 7" In-Dash Back-up Camera

\_\_\_\_\_ \$ \_\_\_\_\_

6. Not Applicable

7. Time: (Fill in complete dates.) The Bidder proposes to deliver the vehicles on the following dates:

Proposed Starting Date: \_\_\_\_\_

Date of Final Vehicle Delivery: \_\_\_\_\_

- 8. Addenda: The undersigned certifies that he has received and reviewed the following Addenda and that these Addenda are included in this bid: [List Addenda received.]

Addendum Number : \_\_\_\_\_Addendum  
Date: \_\_\_\_\_

Addendum Number : \_\_\_\_\_Addendum  
Date: \_\_\_\_\_

Addendum Number : \_\_\_\_\_Addendum  
Date: \_\_\_\_\_

Addendum Number : \_\_\_\_\_Addendum  
Date: \_\_\_\_\_

- 9. Certification: By submitting this bid, the Bidder certifies that he has visited the site, he is aware of existing conditions which may affect his work, he has received and reviewed the instructions to bidders and the Contract Documents, and that this bid shall remain in effect 45 days, excluding Saturdays, Sundays and legal holidays after submission. Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Bidder \_\_\_\_\_

By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

The Bidder is a (an) \_\_\_\_\_

Individual - Partnership -Corporation

The full names and addresses of all persons interested in this Bid, as principals, are as follows:

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Individual Owner

State the full name and address of Owner. If business is carried out in any other name than that of the Owner, state such name and address:

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Partnership

State full name and address of all partners:

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Corporation

Corporation is incorporated in the State of \_\_\_\_\_

President is \_\_\_\_\_

Treasurer is \_\_\_\_\_

Place of Business is \_\_\_\_\_

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NOTE: This Bid must bear the written signature of the Bidder.

If the Bidder is an individual doing business under a name other than his own name, the Bid must so state, giving the address of the individual.

- a) If the Bidder is a Partnership, the Bid must so state, setting forth the names and addresses of all Partners and must be signed by a Partner so designated as such.

**END OF BID FORM**



**NOTE: Accepting options to purchase Mid-Size 4 X 4 Sport Utility Vehicle (SUV) with seating arrangements for 7 Ambulatory Passengers.**

**DESCRIPTION:**

These specifications describe a new Mid-Sized 4X4 Sport Utility Vehicle (SUV), which will be used to transport employees during inclement weather in both rural and urban areas. The SUV shall be of substantial and durable construction in all respect, with particular attention given to features, which will provide the safest possible SUV for transporting passengers.

The bidder shall certify that all equipment provided meets or exceeds all state and federal requirements applicable to the equipment. For example, equipment shall meet USDOT, ICC, FMVSS, Buy America Requirements, OSHA and Connecticut Motor Vehicle Requirements as to highway safety and other applicable regulations.

Quantity: three (3) vehicles per specification.

Failure of SEAT to specifically identify Federal and State regulations in its specification does not relieve the bidder of the responsibility to meet them.

**DETAILED SPECIFICATIONS:**

**Materials**

**All materials used in manufacturing of the 4 X 4 SUV** shall conform in all respects to American Society of Testing Materials, Society of Automotive Engineers or similar association standards. Materials used shall be of first quality and shall be exactly duplicated in manufacture, design and construction on each SUV. All units or parts not specified shall be manufacturer 's best

quality and shall conform in materials, design, or workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer should be interchangeable.

### Capacity

Mid-Size 4 X 4 SUV must be able to accommodate the following load:

1. 7 ambulatory including driver.

### DIMENSIONS:

Description	Requirements
4 X 4 Sport Utility Vehicle	Mid-Sized
Body Warranty	3 years/36,000 Miles Structural Warranty
Overall Exterior Length	201" Minimum
Overall Exterior Width (ex.mirrors)	79" Minimum
Overall Height	71" Minimum

### CHASSIS EQUIPMENT:

Description	Requirements
Model Year	2017 or Newer
Wheelbase	120" Minimum
G.V.W.R	6,100lb Minimum
Engine	3.5L V-6 Gasoline Engine Minimum
Transmission	Six (6) Speed Automatic W/ Overdrive Minimum
4 Wheel Drive	Ability to engage four-wheel drive from inside the vehicle W/ High and Low Range if offered by Manufacturer
Steering	Power
Shocks	Heavy Duty Gas Shocks W/ Sway Bars Front & Rear
Brakes	4- Wheel Anti- Lock Disk Brakes
Batteries	OEM 650 CCA <b>Minimum</b>
Alternator	OEM 160 Amps Minimum
Bumper Front/Rear & Grill	Manufacturer's standard front and rear bumpers <b>with</b> matching bumper guards
Wheels and Tires	Manufacturer's standard wheels and tires

Description	Requirements
Spare Tire	Mounted on wheel of same size and brand W/ undercarriage tire carrier
Fuel Capacity	19Gallons Minimum
Cooling System	Heavy Duty radiator with coolant recovery system, engine oil cooler and transmission cooler
Heating	Standard factory front and rear heat W/ rear window defroster
Insulation	Insulation package to include doors, side trim panels and full length head liner; insulation to be above headliner, under flooring, including wheel housing, engine cover, behind door and sidewall trim panels.
Lighting	All interior and exterior lighting normally provided by the manufacturer as standard equipment
Air Conditioning	Standard factory front and rear air conditioning
Power Package	Power Windows, Door Locks, and Power adjustable Drivers Seat W/ Keyless Entry
Instrument Panel	Speedometer, odometer, fuel gauge, voltage gauge, oil pressure gauge, tachometer and engine temperature indicator
Fresh Air Intake	Manufacturer 's standard
Wipers	Variable Control System
Air Bag	Driver, Passenger and Side Curtain Air Bags
Steering Features	Tilt Wheel W/ Cruise Control
Radio	OEM AM/FM CD Radio With Clock In OEM Chassis Location In Dash
Doors	Manufacturer's standard
Glass	In all doors and panels; windshield may have normal factory tint; driver's window and all passenger windows shall have 33% tint with privacy glass in passenger compartment
Assist Handle	If offered by manufacturer
Seats	Premium cloth, front row two (2) bucket seats; second row 60/40 split bench seat
Retractable Seat and Shoulder Belts	At all seating positions; must meet ADA and FMVSS requirements; must be able to accommodate child safety seats

Description	Requirements
Sun Visors	Sun Visors at both front seating positions
Paint	Silver Paint for exterior or color to be chosen at time of order. Body moldings shall be OEM or chrome if available. No dealer decals or emblems on vehicle.
Floor Covering	Color coordinated carpet W/ heavy-duty mats at all seating positions Complete
Undercoating	undercoating with corrosion protection with minimum 10 year warranty. Mounted 16-unit
Safety Equipment	First Aid Kit, mounted 5 lb. fire extinguisher, reflective triangle kit containing 3 triangles, blood spill clean-up kit, reverse alarm and back up sonar must be installed in each vehicle.

**WARRANTY:**

Vehicles shall be in compliance with all state and federal safety laws and is state safety inspected at the time of delivery. The warranty for the basic vehicle shall be the manufacturer's standard warranty of 3-year/36,000 miles. A powertrain Warranty of 5 years/60,000 miles and Roadside Assistance 5-year/60,000 miles shall be provided. The warranty for the conversion and modification of the vehicle shall provide that, at a minimum, all repairs and replacements needed due to factory defects shall be furnished and installed promptly without charge by authorized service representatives for three (3) years or 36,000 miles after final delivery of the vehicle, with an option to purchase an extended warranty.

**INSPECTIONS:**

A representative of the Southeast Area Transit District (SEAT) reserves the right to inspect any vehicle produced by any manufacturer and intended for delivery under this contract. Any deficiencies identified must be rectified prior to acceptance of the vehicle.

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**Use a separate sheet for each bus type/size.**

**TYPE/STYLE: 4X4 Mid-Size SUV**

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**All Items Need Pricing to be Included in Bid**

**ITEM#: Base Bid Price Options**

- |   |                                      |       |
|---|--------------------------------------|-------|
| 1 | Powered driver seat                  | _____ |
| 2 | Powered door locks and windows       | _____ |
| 3 | Exterior paint color excluding white | _____ |
| 4 | 5"-7" In-Dash Back Up Camera         | _____ |
| 5 | Audible Back-up Alarm                | _____ |

## South East Area Transit District (SEAT)

### APPENDIX A

#### **FEDERAL SOLICITATION PROVISIONS / REQUIRED CONTRACT CLAUSES**

##### **BACKGROUND**

##### 1.1 **Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses**

Operation of South East Area Transit District is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the South East Area Transit District (hereinafter referred to as SEAT) and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including OMB Circular A-102, 49 CFR Part 18, and FTA Circular 4220.1F. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

The following solicitation provisions and required contract clauses, except those identified below as “Not Applicable” to this solicitation and any resulting contract, will be incorporated by reference in any contract resulting from this Solicitation issued by SEAT. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this Solicitation which may also be incorporated by reference in any resulting contract. Some provisions and clauses require the Bidder or Proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

##### **ELIGIBILITY, PROHIBITED INTERESTS, LOBBYING, ETHICS**

##### 1.2 **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions. (Third Party Contracts Over \$25,000)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

1.3 Not Applicable

1.4 Program Fraud and False or Fraudulent Statements and Related Acts

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.

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.

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.

#### **GENERAL CONTRACT PROVISIONS REQUIRED BY FEDERAL AGENCY**

##### 1.5 No Government Obligation to Third Parties

The Purchaser 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.

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.

##### 1.6 Incorporation Of Federal Transit Administration (FTA) Terms

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any



act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

#### 1.7 Notice of Federal Changes

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

#### 1.8 Access to Records and Reports

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

than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### 1.9 Not Applicable

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 the SEAT General Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transit Administrator. 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.

Performance During Dispute - Unless otherwise directed by SEAT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the SEAT 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 SEAT is located.

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

#### 1.10 Not Applicable

### **EEO, CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE**

#### 1.11 Title VI, Civil Rights Act of 1964, Compliance

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:

- (a) Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the

Department of Transportation (hereinafter referred to as "Regulations"), which are incorporated by reference and made a part of this contract.

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

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

1. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and

prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

#### 1.12 Disadvantaged Business Enterprise, 49 CFR Part 26

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

The Federal Fiscal Year goal has been set by the SEAT in an attempt to match projected procurements with available qualified disadvantaged businesses. The SEAT's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the SEAT as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, February 2, 1999, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the SEAT may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it

will be understood that no specific goal is assigned to this contract.

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

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

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

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

- (e) The SEAT will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation.

The assistance may include the following upon request:

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

### 1.13 Access Requirements for Individuals with Disabilities

The SEAT (and its Contractors) agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The SEAT (and its Contractors) also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the SEAT (and its Contractors) agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

1.14 Not Applicable

**ENVIRONMENTAL, RESOURCE, ENERGY PROTECTION,  
CONSERVATION, AND SAFETY REQUIREMENTS**

1.16 Energy Conservation

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

1.17 Not Applicable

1.18 Not Applicable

1.19 Air Pollution, 40 CFR Parts 84, 85, 86, and 600, Vehicle Purchases

In submitting its bid and executing a contract, Contractor assures that facilities or equipment (including motor vehicles) furnished, constructed or improved under the contract are or will be designed and equipped to limit air pollution as provided in accordance with EPA regulations as contained in 40 CFR Parts 84, 85, and 86 (Control of Air Pollution from Motor Vehicles and Engines) and 40 CFR Part 600 (Fuel Economy of Motor Vehicles) and all other applicable standards. For vehicle purchases the



successful bidder may be required to submit Certification to SEAT that the governing air pollution criteria has been met. This evidence and certification will be retained by SEAT.

1.20 Federal Motor Vehicle Safety Standards (FMVSS), 49 CFR Part 500, Vehicle Purchases

Contractor (whether manufacturer or dealer) certifies that the vehicles to be supplied under the contract shall conform to all applicable Federal Motor Vehicle Safety Standards of the U.S. Department of Transportation, National Highway Traffic Safety Administration, and are certified by installation of the required certification plate.

1.21 Not Applicable

1.22 Recycled Products

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

1.23 Not Applicable

**OTHER STATUTORY REQUIREMENTS**

1.24 Buy America Provision: Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless buses, rolling stock and associated equipment used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the SEAT the appropriate Buy America certification (Bid Attachment D – Buses, Rolling Stock or Related Equipment) with all bids on FTA-funded contracts for buses, rolling stock or associated equipment, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

1.25 Cargo Preference: Use of United States Flag Vessels, 46 CFR, Part 381

The contractor agrees:

a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the SEAT (through the contractor in the case of a subcontractor's bill-of-lading.)

c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**[NOTE: The following provision applies to any contract which involves transportation of persons or property by air between the U.S and a place outside of the U.S.]**

1.26 Not Applicable

1.27 Not Applicable

1.28 Not Applicable

1.29 Not Applicable

(a)

## **BID SOLICITATION AND CONTRACT ADMINISTRATION**

### **1.30 BID / PROPOSAL PROTEST PROCEDURES**

1. General - Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. SEAT will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: SEAT, 21 Route 12, Preston CT 06365. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:
  - (a) name, address, and telephone number of protestor,
  - (b) identification of contract solicitation number,
  - (c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
  - (d) a statement as to what relief is requested.

Protests must be submitted to SEAT in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

In the procedures outlined below, the General Manager is considered to be the Contracting Officer.

2. Protests Before Bid Opening - Bid protests alleging restrictive specifications or improprieties which are apparent

prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of SEAT's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by SEAT that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by SEAT, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.

- 3 Protests After Bid Opening/Prior to Award - Bid protests against the making of an award by the SEAT must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the SEAT. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by the SEAT is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become

eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless SEAT determines that:

- (a) the items to be purchased are urgently required
- (b) delivery or performance will be unduly delayed by failure to make award promptly, or
- (c) failure to make award will otherwise cause undue harm to SEAT or the federal government.

4 Protests After Award - In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by SEAT, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless SEAT determines that:

- (a) the items to be purchased are urgently required
- (b) delivery or performance will be unduly delayed by failure to make award promptly, or
- (c) failure to make award will otherwise cause undue harm to SEAT or the federal government.

5 Protests to Federal Transit Administration (FTA) - Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

- (a) alleged failure by SEAT to have written protest procedures or alleged failure to follow such procedures, or
- (b) alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of SEAT's Contracting Officer is rendered under the SEAT protest procedure. In instances where the protestor alleges that SEAT failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of SEAT's failure to render a final determination in the protest.

- 6 Submission of Protest to FTA - Protests submitted to FTA should be submitted to the FTA Region I Office in Boston, Massachusetts with a concurrent copy to SEAT. The protest filed with FTA shall:
- (a) include the name and address of the protestor
  - (b) identify the SEAT project number and the number of the contract solicitation
  - (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow SEAT's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
  - (d) include a copy of the local protest filed with SEAT and a copy of the SEAT decision, if any.

1.31 Not Applicable

(The remainder of this page is purposely left blank.)

SEAT  
IFB # 17-004

ATTACHMENT C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

---



SEAT  
IFB # 17-004  
ATTACHMENT D

**BUY AMERICA CERTIFICATION  
CERTIFICATION FOR PROCUREMENT OF BUSES, ROLLING STOCK OR  
ASSOCIATED EQUIPMENT**

**Certification Requirement for Procurement of Buses, Rolling Stock and  
Associated Equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

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

OR

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C) and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

## **APPENDIX B**

### **State of Connecticut**

#### **Required Clauses and Certifications**

The following attached clauses are appendices and are herein incorporated by reference and made a part of the contract. Failure to complete and submit the requisite certifications with your bid may render your bid non-responsive.

1. Acknowledgement of State Required Clauses **(Signed Certification Required)**
2. DBE Certification
3. Special Provisions
4. Affidavit of Non-Collusion **(Signed Certification Required)**
5. Required by State of Connecticut **(Signed Certification Required)**
6. State Affidavit of Suspension and Debarment **(Signed Certification Required)**
7. Affirmative Action Policy **(Signed Certification Required)**
8. Connecticut Employment Information Form **(Signed Certification Required)**
9. Executive Order Number 3
10. Executive Order Number 16
11. Executive Order Number 17
12. Connecticut Required Contract Provisions
13. Connecticut DOT Code of Ethics
14. Environmental Law Provisions

## 1. Acknowledgement of Required State Clauses and Certifications

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

Signed:

---

Authorized Corporate Official

---

Date

## 2. DBE Certification

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION  
 CONNECTICUT DEPARTMENT OF TRANSPORTATION  
 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.) DBE Certification The contractor hereby agrees to subcontract a minimum of 10.0 % 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. If there is no participation then this must be indicated on the form, the form executed and returned with this proposal.

### 3. AGREEMENTS WITH GOALS - SPECIAL PROVISIONS

#### DISADVANTAGED BUSINESS ENTERPRISES AS SUBCONTRACTORS FOR FEDERAL FUNDED PROJECTS

December 1996 For the purpose of this Special Provision, "Contractor" is construed to mean consultant, second party or any other entity doing business with Connecticut Department of Transportation (CONNDOT), excluding construction contractors. Certain requirements and procedures stated in this Special Provision are applicable prior to the execution of the agreement. When the contractor is a CONNDOT certified Disadvantaged Business Enterprise (DBE), the set-aside percentage (Section III A) and the requirements in this Special Provision do not apply. However, if there is an intent to subcontract, the contractor will make every "good faith" effort to provide an equitable opportunity for DBE contractors to compete.

#### I GENERAL

A. The contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) and the Federal Government in implementing the required contract obligations concerning Disadvantaged Business Enterprise (DBE) utilization on this contract in accordance with Section 106C of the Surface Transportation Assistance Act of 1987, as amended (Pub. L 100-17) and 49 C.F.R. Part 23, as revised. The contractor shall also cooperate with CONNDOT and the Federal Government in reviewing the contractor's activities relating to this provision. If the contractor is a CONNDOT certified Disadvantaged Business Enterprise, the contract set-aside requirements of this Special Provision do not apply. This Special Provision is in addition to all other equal opportunity employment requirements of this contract.

B. The contractor shall designate a liaison officer who will administer the contractor's DBE program. Upon execution of this contract, the name of the liaison officer shall be furnished to the Office of Contract Compliance of CONNDOT, in writing.

C. For the purpose of this Special Provision, DBE(s) intended to be used to satisfy the set-aside requirements must be certified by ConnDOT's Office of Contract Compliance as a Disadvantaged Business Enterprise (DBE).

D. If the contractor allows work designated for DBE participation required under the terms of this agreement and require under Paragraph III C to be performed by other than the approved DBE organization prior to concurrence, CONNDOT will not pay the contractor for the value of the work performed by organizations other than the DBE designated.

E. If the contractor is unable to achieve the specified agreement goals for DBE participation, the contractor shall submit written documentation to ConnDOT's initiating unit indicating his good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by DBE(s) in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit agreements with DBE(s) on ConnDOT's approved DBE certification list, 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. For each DBE that submitted a subcontract proposal, which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.

4. Documents to support contracts made with CONNDOT requesting assistance in satisfying the agreement specified or adjusted DBE percentage requirements.

5. Document other special efforts undertaken by the contractor to meet the defined goal. 6. In the event of an increase in the agreement total, the contractor will be subject to the same requirements as in 1, 2 and 3 above.

F. Failure of the contractor to have a least the specified or adjusted percentage of this agreement performed by DBE(s) as required in Paragraph III-A will result in the reduction in agreement payments to the Contractor by an amount determined by multiplying the final agreement value by the specified or adjusted percentage required in Paragraph III-A and subtracting from that result, the dollar payments for the work actually performed by DBE(s). However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted percentage to the satisfaction of CONNDOT, no reduction in payments will be imposed.

G. All records must be retained for a period of three years following completion of the agreement and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT and Federal agencies.

H. 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 agreement.

II. DEFINITIONS: (49 C.F.R. Part 23, Subpart A, C & D NOTE: Where these definitions are inconsistent with the definitions of Section 23.5 of this Part, these definitions control for purposes of Subpart D. The definitions of Section 23.5 control for all other purposes under Part 23.

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

1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individual or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically

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

B. "Small Business Concern" means a small business, as defined pursuant to Section 3 of the Federal Small Business Act and relevant regulations promulgated pursuant thereto.

C. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of/or permanent residents of the United States of America and who are Black Americans, Hispanic Americans, including Portuguese Americans, Native Americans, Asian Pacific Americans or Women, and other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Federal Small Business Act. For convenience, these individuals and groups are referred to as minorities in this Subpart. Recipients may make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged (the certification appeals mechanism of C.F.R. 49 Part 23 Section 23.55 shall be available with respect to individuals alleged not to be socially and economically disadvantaged):

1. "Black Americans", which includes persons having origins in any of the black racial groups of Africa:

2. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish or Portuguese culture origins, regardless of race;

3. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or native Hawaiians:

4. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, People's Republic of Kampuchea, India, Pakistan, Bangladesh, the Philippines, Soma, Guam, the U. S. Trust Territories of the Pacific, and Northern Marianas.

5. "Women", presumed to be Socially and Economically Disadvantaged Individuals.

D. "Broker" is one who acts as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.

E. A "Women Business Enterprise" (WBE) is a small business concern as defined in C.F.R. 49 Section 23.5.

F. "Good Faith Efforts" are those efforts that are listed in Appendix A Subpart C "Guidance Concerning Good Faith Efforts".

### III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBE(s), CONNDOT requires the following:



A. Not less than 10.0 percent of the final agreement value of this agreement shall be subcontracted to, performed by, and paid to a DBE, or any combination of DBE(s). Compliance with this provision may be fulfilled when DBE(s) perform work under agreement in accordance with 49 C.F.R. Subpart C Section 23.47 as revised. Prime contractors which are CONNDOT certified DBE firms are not required to meet the above DBE set aside subcontracting goal.

B. The contractor shall assure that certified DBE(s) will have an equitable opportunity to complete under this Special Provision, particularly by arranging solicitations, time for the preparation of proposals for services to be provided so as to facilitate the participation of DBE(s).

C. The contractor has indicated, in writing, to CONNDOT'S Director of Contract Administration the DBE(s) it intends to utilize to achieve the above stated percentage. The submission included the names and address of the DBE firms that will participate in the agreement, a description of the work each named firm will perform, and the dollar amount of participation of each. This information was submitted prior to the execution of this agreement, and was signed by the named DBE and the contractor. The contractor is required, should there be a change in the originally named DBE(s), to submit documentation to ConnDOT's initiating unit which will substantiate and justify the change, i.e., documentation to provide a basis for the change for review and approval by ConnDOT's initiating unit 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 agreement, 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. D. The contractor will provide a fully executed copy of each agreement with each DBE to ConnDOT's initiating unit.

1. Each quarter after the start of the DBE subcontractor, the contractor shall submit a report to ConnDOT's initiating unit indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

E. In instances where a change from the originally approved name DBE(s) (see C above) is proposed, a revised submission to ConnDOT's initiating unit together with the documentation required in C above, must be made for its review and approval.

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

#### IV BROKERING

- A. Brokering of work by DBE(s) is not allowed and is a contract violation.
- B. DBE(s) involved in the brokering of work will be decertified.

C. Firms involved in the brokering of work, whether they are DBE(s) 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.

#### 4. AFFIDAVIT OF NON-COLLUSION/CONFLICT OF INTEREST

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

1. That I am Offeror (if the Offeror is an individual), a partner in the offer (if the Offeror is a partnership), or an officer or employee of the Offeror corporation having the District to sign on behalf (if the Offeror is a corporation);
2. That the attached offer has been arrived at by the Offeror independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;
3. That the contents of the offer have not been communicated by the offer or its employees or agents to any person not an employee or agent of the offer or its surety or any bond furnished with the offer, and will not be communicated to any such person prior to the official awarding of this procurement; and
4. The Contractor shall not offer or provide gifts, gratuities, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of South East Area Transit District during the period of this contract or for one year thereafter.
5. Personal/Organizational conflict arises when (1) an employee, officer, agent or board member, (2) any member of his/her immediate family, (3) his/her partner, or (4) an organization that employs, or intends to employ any of the listed, participate in selection, award or administration of federally funded contracts and have financial or other interest in a firm competing for or selected for award. To the best of my knowledge and belief no affiliation exists relevant to possible organizational or personal conflicts of interest.
6. The Offeror shall disclose, to the best of his/her knowledge, any State employee, South East Area Transit District employee, or member of the State legislature or any relative of such who is an officer or director of, or has a material interest in, the Offeror's business, who is in a position to influence this procurement.

Name Relationships:

7. 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 \_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

If the Offeror is unable to complete this form then it needs to disclose and attach to this form a detailed statement fully disclosing any exceptions and why it believes, in light of the interest(s) identified that performance of the proposed contract can be accomplished in an impartial and objective manner. South East Area Transit District reserves the right to request more information, to disqualify the Offeror, to contract with the Offeror if it is in South East Area Transit District's best interest and include appropriate provision to mitigate or avoid such conflict in the contract awarded. Refusal to provide the disclosure or representation or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been know prior to award, an immediate and full disclosure shall be made in writing to the South East Area Transit District. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The South East Area Transit District may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Transit District.

**5. Required by the State of Connecticut**

## APPENDIX-CR (F.D. 061077)

During the performance of this Agreement, the Second Party, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The Second Party shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, 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 Agreement.
- (2) Nondiscrimination: The Second Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Second Party shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement 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 Second Party for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Second Party of the Second Party's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The Second Party shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation or the Federal Transit Administration, to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Second Party is in the exclusive possession of another who fails or refuses to furnish this information, the Second Party shall so certify to the Connecticut Department of Transportation, or the Federal Transit Administration, if appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Second Party's noncompliance with the Nondiscrimination provisions of this Agreement, the Connecticut Department of Transportation shall impose such sanctions as it or the Federal Transit Administration, may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the Second Party under the Agreement until the Second Party complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provision: The Second Party shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Second Party shall take such action with respect to any

subcontract or procurement as the Connecticut Department of Transportation 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 Second Party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Second Party may request the Connecticut Department of Transportation to enter into such litigation to protect the interests of the State of Connecticut, and, in addition, the Second Party may request the United States to enter into such litigation to protect the interests of the United States. Managers and supervisors are being advised of their responsibilities to ensure the successful implementation of this policy. This Policy has my whole-hearted support and will be held responsible for compliance to its objectives.

Company Name \_\_\_\_\_  
(if applicable, include d/b/a)

Address \_\_\_\_\_

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

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

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

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

## **6. State of Connecticut Required Affidavit of Suspension and Debarment**

The State of Connecticut Department of Transportation requires that this certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders: The Proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Additionally the Proposer agree to insure that the following certification be included in each subcontract Agreement to which it is a party in any lower tier subcontract and purchase order.

If the Proposer or any lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to its proposal. I have fully informed myself regarding the accuracy of the statement made in this affidavit.

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

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

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

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

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

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

**7. AFFIRMATIVE ACTION POLICY STATEMENT**

It is the policy and practice of this firm to assure that no person will be discriminated against or be denied the benefits of any activity, program or employment process receiving public funds, in whole or in part, in the areas of employment, recruitment advertising, hiring, upgrading, promoting, transferring, demoting, layoffs, terminations, rehiring, employment and/or rates of pay and other compensations.

This firm is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, sexual orientation, learning disability or physical disability including, but not limited to blindness, except where any of the above is 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, particularly those who are members of the protected classes identified as being African American, Hispanic, Asian, American Indian, Women and persons with disabilities.

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

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. Connecticut Executive Orders No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971
6. Connecticut Executive Order No.17 of Governor Thomas J. Meskill promulgated February 15, 1973
7. Connecticut Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy
6. Connecticut Fair Employment Practices Act
7. Americans with Disabilities Act of 1990
8. Section 16 of Connecticut Public Act No.91-58, Nondiscrimination Regarding Sexual Orientation
9. Civil Rights Act of 1991
10. Specific State of Connecticut Equal Employment Opportunity Responsibilities
11. Disadvantaged and Minority Business Enterprises as Subcontractors
12. Department of Transportation's Policy Statement regarding Code of Ethics Policy dated January 6, 2006
13. Standard Federal Equal Employment Opportunity Requirements
14. 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, my Equal Employment Opportunity Officer, and my supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm's affirmative action policy statement and the failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female applicants, in each instance of hire will result in this firm being required to recommit itself to a modified and more stringent affirmative action policy statement, prior to receiving approval.

It is recognized that an approved affirmative action policy statement 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 program. The ultimate responsibility for the Affirmative Action Policy Statement rests with the Chief Executive Officer. However, the day-to-day duties will be coordinated by the Equal Employment Opportunity Officer of this firm.

This Affirmative Action Policy Statement has my whole-hearted support. In addition, each manager and supervisor, as well as all employees, are to aid in the development and implementation of the policy statement and will be held responsible for compliance to its objectives.

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

Chief Executive Officer

Signature \_\_\_\_\_

Date \_\_\_\_\_

## 8. Employment Information Form

STATE OF CONNECTICUT  
 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)  
 WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT  
 EMPLOYMENT INFORMATION FORM

STATE OF CONNECTICUT	LABOR DEPARTMENT
<b>EMPLOYER REPORT OF COMPLIANCE STAFFING</b>	
The following report is submitted as part consideration of the proposed contract dated _____	
_____ between the undersigned and	
the State of Connecticut.	
Name of Contracting Firm	Type of Report <input type="radio"/> Prime Contractor <input type="radio"/> Subcontractor
Address (No. and Street) (City) (State)	

<b>EMPLOYEE INFORMATION</b>				
Total Employed	White	Black	Spanish Surname	Other (specify)
_____	_____	_____	_____	_____
Does your firm have a collective bargaining agreement or other contract or understanding with a labor organization or employment agency for the recruitment of labor?				
	If yes, list the name and address of the agency or organization.			

Yes  <input type="radio"/>	Name	Address ( <i>No. and Street, City, State</i> )
No  <input type="radio"/>	If no, indicate the usual methods of recruitment: <input type="radio"/> Connecticut State Employment Service <input type="radio"/> Private Employment Agency <input type="radio"/> Newspaper Advertisement <input type="radio"/> Walk-in <input type="radio"/> Other (specify) <hr/>	
<p>The signer certifies that its practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer agrees it will affirmatively cooperation in the implementation of the policy and provisions of Executive Order Number Three, and consent and agreement is made that recruitment, employment, and the terms and conditions of employment under the contract shall be in accordance with the purpose and provisions of Executive Order Number Three.</p> <p>Yes <input type="checkbox"/> / No <input type="checkbox"/> Is firm in minority ownership? (51% of assets in control of minorities)</p>		

I certify that the above is correct to the best of my knowledge.

Employer \_\_\_\_\_

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

Business Name

By \_\_\_\_\_

\_\_\_\_\_

Signature

Title

## 9. Executive Order Number 3

STATE OF CONNECTICUT  
BY HIS EXCELLENCY  
THOMAS J. MESKILL  
GOVERNOR

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and NOW, THEREFORE, I THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the District vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such requirements as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that hence forth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors, may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner

may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

#### IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

#### V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate form among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

#### VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner the investigating agency shall report to the labor commissioner any action taken or recommended.

## VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

## VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers. In accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization of any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

## IX

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

## X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order. (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate

proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order. (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes. (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with lay any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminate, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency. (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order. (6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of convenience, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order. (b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify his of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

#### XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

#### XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

#### XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except District to promulgate regulations of a general nature.



## XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. all regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate District, to the extent that they are not inconsistent with this Order. This Order shall become effective thirty days after the date of this Order. Dated at Hartford, Connecticut, this 16th day of June, 1971.

Signed: Thomas J. Meskill, Governor

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

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

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

*SEC. 2. SUBCONTRACTORS.*

As used herein, subcontractors are persons, partnerships, associations, firms or

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

### *SEC. 3 EMPLOYEES.*

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

### *SEC. 4. REPORTS.*

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

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and District to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

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

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or surrendered by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

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

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

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

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

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

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

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

#### *SEC. 7 INVESTIGATIONS, COMPLAINTS.*

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standard,

safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

*SEC. 8. HEARINGS*

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

*SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.*

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

*SEC. 10. DUTIES OF CONTRACTING AGENCIES.*

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

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

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

Signed by: Jack A. Fusari  
Labor Commissioner

## 10. Executive Order Number 16

State of Connecticut  
Governor John G. Rowland

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and/or violent acts, and WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

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

1. That all state agency personnel, contactors, subcontractors, and vendors comply with the following Violence in the Workplace Prevention Policy: The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

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

- a) No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- b) No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- c) No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.
- d) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.
- e) Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

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

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.

4. That any employee who feels subjected to or witnesses violent, threatening,

harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.

5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.

6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.

7. That all parties must cooperate fully when questioned regarding violations of this policy.

8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.

9. That this order applies to all state employees in the executive branch.

10. That each agency will monitor the effective implementation of this policy.

11. That this order shall take effect immediately.

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

Signed by: John G. Rowland, Governor

Files this 4th day of August 1999

Susan Bysiewicz, Secretary of the State

## 11. Executive Order Number 17

THOMAS J. MESKILL  
GOVERNOR

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

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

I

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

II

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

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contact directly under the contractor

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

#### IV

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

#### V

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

#### VI

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

#### VII

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

#### VIII

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

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



## 12. Connecticut Required Contract Provisions

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

Signed by: Thomas J. Meskill  
Governor

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 or \$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 of 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.

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

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 District and responsibility to do so.

**Dissemination of Policy:** 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 place 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 hall 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 contact 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 employees' 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 practices.

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

D. The 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 contract 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 time tables 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 contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training special Provision is provided under this contract, this subparagraph will be superseded. C. The Company will advise employees and applicants for employment of available training programs and 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 in 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 possessions 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 worm 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 it 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 bids 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 Enterprises 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.

### 13. Connecticut Department of Transportation – Code of Ethics

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 require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private Vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State 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](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT’s Ethics Compliance Officer or 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: To contact the Office of State Ethics:

Dave F. Crowther, Director  
Office of Management Services Office of State Ethics  
For questions, contact the Ethics 20 Trinity Street, Suite 205  
Compliance Officer’s Designee: Hartford, CT 06106  
Alice M. Sexton, Principal Attorney Tel. (860) 566-4472  
Office of the Commissioner Facs. (860) 566-3806  
2800 Berlin Turnpike Web: [www.ethics.state.ct.us](http://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 District imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

#### Prohibited Activities

1. Gifts: DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. &4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "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 one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

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 District (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](http://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 or 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](http://www.ct.gov/ethics/site/default.asp)

Ethics Regulations Sections 1 – 81 – 14 through 1 – 81 – 38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)

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 previous enforcement actions:

[www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or 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  
Attachment  
List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics  
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: [www.das.state.ct.us/Purchase/Info/Executive\\_Orders.pdf](http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf)

#### **14. Environmental Law Compliance**

The Second party shall be responsible to comply with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities managed by the Second Party, including but not limited to, pollutants

emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible to comply with OSHA regulations. The Second Party will hold the State and the District harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

#### PUBLICATION OF REPORTS

The ownership of all data and material collected under this Agreement shall be vested in the Second Party and the State/South East Area Transit District. All reports shall be submitted to The District for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Agreement:

“Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies), Connecticut Department of Transportation and South East Area Transit District. The opinions, findings and conclusions expressed in this publication are those of the Second Party and do not necessarily reflect the official views or policies of the South East Area Transit District, Connecticut Department of Transportation and/or the U.S. Department of Transportation.”

#### JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut. The Second Party irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenient or otherwise. Nothing herein shall be construed to waive any of the States or South East Area Transit District’s immunity LITIGATION.

The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

#### FREEDOM OF INFORMATION ACT

The State is entitled to receive a copy of records and files related to the performance of the Second Party under this Agreement, and such records and files shall be subject to the Freedom of Information Act and may be disclosed by the State pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the State in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in

accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

#### INSURANCE TYPES AND THRESHOLDS

**INSURANCE CERTIFICATES REQUIRED:** Before any contract is executed, the successful contractor(s) will be required to file with the South East Area Transit District, prior to the commencement of work under this contract or within twenty (20) days from the date of notification (which ever occurs first) a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The District will provide the Department of Transportation's standard insurance certificate form "CON-32A" (most current version at <http://www.ct.gov/dot/lib/dot/Documents/dconsultantpubs/con32.pdf>); contractors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within the specified time frame will allow The District to re-award the contract or re-bid the project, as it deems necessary. Insurance certificates must document that the Vendor has owner's and contractor's protective liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect The District in the event of a claim, and/or in accordance with any statutory requirements. With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, for and in the name of the South East Area Transit District and the State of Connecticut in conjunction with paragraph (A) below, and with the District and the State being named as an additional insured party paragraphs (B), (C), and (F) if specified, the following minimum liability insurance coverage at no direct cost to The District or the State. Changes to the types and dollar amounts of coverage, if required, will be specified in the individual bid package. Contractor shall assume any and all deductibles in the described insurance policies. The contractor's insurers shall have no right of recovery or subrogation against The District or the State and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the District or the State. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to The District and the State. "Claims Made" coverage is unacceptable, with the exception of Professional Liability. Contractor agrees that he/she will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

#### A. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY:

The contractor shall purchase Owner's and Contractor's Protective Liability Insurance for and in the name of the South East Area Transit District and the State of Connecticut. This insurance will provide a total limit of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of TWO

MILLION DOLLARS (\$2,000,000.00) for all damages arising out of bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

**B. COMMERCIAL GENERAL LIABILITY:**

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

**C. AUTOMOBILE LIABILITY :**

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

**D. WORKERS' COMPENSATION**

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

**E. UMBRELLA LIABILITY**

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

**F. ENVIRONMENTAL LIABILITY INSURANCE:**

The Contractor shall secure and maintain a Environmental Liability Insurance policy with a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for physical injuries (including death) and property damage and must be in force through the Contractor's completion of work.

**G. POLLUTION LEGAL LIABILITY INSURANCE:**

The Contractor shall secure and maintain an Environmental Liability Insurance policy with a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for bodily injury and property damage and clean up costs arising from pollution conditions emanating from covered locations. Coverage must be in force through the completion of work. The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunction with Items A, B, C, D, and F above, fully executed by an insurance company or companies satisfactory to The District and the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremens and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the CON-32A. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. Contractor hereby indemnifies and shall defend and hold harmless The District and the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors. Updates on the insurance coverage are the responsibility of the contractors. Insurance requirements will be strictly enforced. Contractors should hand carry or mail Insurance Certificates to the South East Area Transit District, C/O Douglas Holcomb, 21 Route 12, Preston CT 06365. Purchase orders WILL NOT be issued without receipt of properly executed insurance certificates.

**AFFIDAVITS**

All contract affidavits required by the State of Connecticut must be included with your proposal/bid. The instructions and affidavit forms are available at the State of Connecticut, Office of Policy and Management Internet site at:  
<http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm>  
Check this State of Connecticut Internet site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements. It is the responsibility of the Proposer/bidder to ensure that any and all up-to date contract affidavit forms are properly filled out and submitted with your proposal. Also be advised that forms not required on submittal of bid or proposal but on execution of said contract and as stated at intervals afforded in the attached forms will be required of the successful bidder/Proposer as a condition of ongoing contract compliance.

## APPENDIX C

### Standard Form of Contract Agreement

#### IFB 17-004

THIS AGREEMENT is dated as of the day of in the year 2017 by and between the Southeast Area Transit District, Preston, Connecticut, hereinafter, referred to as the District and \_\_\_\_\_, hereinafter, referred to as the BIDDER.

The purpose of this Contract Agreement is to provide for the delivery of three (3) Mid-sized All-Wheel Drive Sport Utility Vehicles delivered to Preston, Connecticut, Therefore, the DISTRICT and the BIDDER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### Article 1. SERVICE

1.1 The BIDDER shall provide goods as specified in the SEAT IFB #17-004, and as described in the BIDDER's Invitation for Bid dated \_\_\_\_\_, which are a part hereof.

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

#### Article 2. SUBCONTRACTING

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

#### Article 3. CONTRACT TIME

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

3.2 Extension of Time. If the BIDDER is delayed in the prosecution or completion of the work by or account of any act or omission of the DISTRICT, or by strikes or causes beyond the control of the BIDDER, he shall be entitled to such reasonable extension of time for completion of the work as may be decided upon by the DISTRICT, however, that no claim for an extension of time for any reason shall be allowed unless,

within three days after such delay occurs, notice in writing of the fact said delay, its causes, and the extension claimed, shall be given by the BIDDER to the DISTRICT.

#### Article 4. CONTRACT PRICE

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

4.2 The DISTRICT shall process BIDDER invoices and make payments within forty-five (45) days of receipt of an invoice and the supporting progress reports. Final payment will be made when all work is completed as delineated in \_\_\_\_\_ and all project deliverables as detailed in said attachment have been submitted by the BIDDER and accepted by the DISTRICT under the terms outlined in the Work Program.

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

#### Article 5. INSURANCE – not applicable

#### Article 6. PROJECT MANAGER – not applicable

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

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

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

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



## Article 8. BIDDER'S REPRESENTATIONS

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

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

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

## Article 9. CONTRACT DOCUMENTS

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

1. This Agreement
2. The complete Invitation for Bids IFB 17-001 and all of its attachments and appendices and amendments.
3. The BIDDER's response to the RFP and Agreed upon Work Program
4. Requirements of the Federal Transit Administration
5. Requirements of the State of Connecticut
6. RFP Forms

## Article 10. MISCELLANEOUS

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

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

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

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

10.5 The BIDDER warrants that no person or selling agency has been retained to solicit or secure the Agreement for a commission, percentage, brokerage, or contingent

fee, except bona fide employees or bona fide commercial or selling agencies maintained by the BIDDER to secure business. For breach or violation, the DISTRICT shall have the right to annul or terminate the Agreement without liability.

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

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

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

By: \_\_\_\_\_  
Southeast Area Transit District Date

Firm Name: \*

By: \_\_\_\_\_  
BIDDER Date

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