REQUEST FOR PROPOSALS

FOR

MANAGEMENT AND OPERATION OF FIXED ROUTE, COMMUTER EXPRESS AND PARATRANSIT SERVICES

Prepared by:

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF PUBLIC TRANSPORTATION

During the period from your organization's receipt of the Request for Proposals and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, as specified in Article I section N and Article III E 3 of this RFP.

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REQUEST FOR PROPOSALS
FOR
MANAGEMENT AND OPERATION OF FIXED ROUTE,
COMMUTER EXPRESS AND PARATRANSIT SERVICES

Submit Proposal by 2:00 p.m. on Monday, October 25, 2010

ARTICLE I. GENERAL INFORMATION

The Commissioner of Transportation ("Commissioner"), State of Connecticut ("State") pursuant to the provisions of Sections 13b-34, 13b-4, and 13b-10 of the Connecticut General Statutes, as revised, will entertain proposals which are not intended to be, nor will be considered as bids, but only as proposals, from interested proposers for transportation service companies to provide bus and paratransit services in the State. The agreements entered into as a result of this Request for Proposals ("RFP") will be for one (1) year, with options for up to two (2) extensions of up to one (1) year each. The decision to allow any such option shall be at the Commissioner's discretion and shall be based on the selected Qualified Proposer's performance and compliance with all agreement terms and conditions during the initial term. These agreements will address the State's right to terminate the agreements prior to the stated termination date.

The Commissioner's objective is to provide the travelling public with quality bus services in the most efficient manner consistent with good business practices. The commitment to quality is intended to extend to every component of the bus service including the equipment used, the product provided,, and the professionalism of the employees providing service to the public. Each Qualified Proposer's experience and knowledge, reputation and financial strength and any other matter that, in the Commissioner's sole opinion, affects the ability of the Qualified Proposers to maintain and professionally operate the bus and paratransit service to benefit the State of Connecticut will be major factors in determining the qualifications of the Qualified Proposers.

A "Qualified Proposer" is a bus company that meets all the requirements and conditions set forth in this RFP. The Qualified Proposer responding to this RFP, as a minimum, must have a minimum of 7 years' experience, prior to the date of release of this RFP operating a comparable Service Type proposed to be served in a comparably sized operation. Any proposal that fails to meet or to comply with the requirements or conditions of this RFP will be disqualified from consideration.

The Commissioner reserves the right to award as many agreements as he or she deems appropriate in the best interests of the State. No agreement will be awarded to any proposer who is not deemed qualified pursuant to the selection criteria and objectives as outlined herein. The following service types and service areas are contemplated to be awarded through this RFP process:

A. *Fixed Service Routes*

Waterbury
Meriden
Wallingford
New Britain/Bristol/Plainville
New Haven – Madison (S-Route)
New Britain to Hartford (41 Route)

B. *Commuter Express*

Hartford – New Haven
Old Saybrook - Hartford
Torrington/Winsted - Hartford
Vernon - Hartford
Willimantic - Hartford
Bristol - Hartford
Cheshire - Hartford

C. *Americans with Disabilities Act (ADA) and/or non-ADA Paratransit*

- Waterbury
- Meriden
- Wallingford

D. For informational purposes, a draft version of a proposed agreement is included in Attachment A to this RFP and will be discussed at the Optional Pre-Proposal Meeting. The Commissioner reserves the right to change the terms and conditions of these agreements prior to execution.

E. The State reserves the right to conduct additional financial and business background investigations as the State deems appropriate and proper. Proposals are subject to the requirements and policies contained herein, the laws of the United States of America, and the conditions, policies, procedures, regulations, and laws of the State of Connecticut.

F. Blank E-Forms 1 through 5 are attached to this RFP. Each proposer must complete and attach the applicable E-Forms to the proposal or the proposal will be disqualified from consideration. Any additional information should also be included that the proposer may deem necessary to demonstrate to the Commissioner financial strength, business reputation, reliability and any other attributes about its company that the proposer considers important.

H. All proposals in response to this RFP are to be the sole property of the Connecticut Department of Transportation, and the State reserves the right to use any part of any proposal. Proposers are encouraged not to include in their proposals any information that is proprietary, as all material associated with this procurement process are subject to the terms of State laws defining freedom of information, and all rules, regulations and interpretations resulting from those laws. All proposers may identify any part of their proposal as proprietary or confidential. However, any proposer that identifies any part of their proposal as proprietary or confidential shall have the sole burden of defense if challenged at the Freedom of Information Commission. All proposals shall remain valid for a period of one-hundred eighty (180) days beyond the deadline for submission and may be extended beyond that time by mutual agreement.

I. The requirements contained herein should be construed as minimums only. It is not the intent of the Commissioner to limit the proposer in any way concerning any aspect of these requirements. Innovative modifications that may be in the State's best interest will be considered during the proposal evaluation process.

J. The Commissioner reserves the right to reject any or all proposals without cause, liability or recourse and to accept those proposals which will, in his opinion, best serve the public interest.

K. The selected Qualified Proposers will be required to comply with all applicable Equal Employment Opportunity laws and regulations of the State of Connecticut and the United States of America. The attention of prospective proposers is also called to the policy and goal of the Connecticut Department of Transportation to have Disadvantaged Business Enterprises (hereinafter referred to as "DBE's") participate in all contracts to the maximum extent possible. All persons are invited to submit proposals without regard to race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation, or mental or physical disability including, but not limited to, blindness unless it is determined by the Connecticut Department of Transportation that such disability prevents performance of the work involved.

L. Potential proposers must submit a letter of intent to propose which must be received by **4:00 p.m. on Wednesday, October 13, 2010.** Letters may be sent by mail to Office of Transit and Rideshare, Room 1130NE, 2800 Berlin Turnpike, Newington, CT 06131-7546, emailed to ricardo.almeida@ct.gov, or hand delivered and received at the CTDOT Security Desk at CTDOT Headquarters, 2800 Berlin Turnpike, Newington, Connecticut by the deadline.

M. An Optional Pre-Proposal meeting will be held on **Wednesday, October 13, 2010** at 9:00AM in Conference Room A, first floor at the Department of Transportation headquarters at 2800 Berlin Turnpike, Newington, CT. All proposers are responsible for and deemed to have knowledge of all information presented at this meeting.

N. Any questions arising, whether prior or subsequent to the conclusion of the Optional Pre-Proposal meeting, must be submitted in writing to the attention of Ricardo Almeida, Bureau of Public Transportation, P.O. Box 317546, Newington, CT 06131 and received no later than 4:00 p.m. on**. Wednesday, October 13, 2010.** Questions not received at that place by that date and time will not be answered. The questions, together with the official responses, will be responded to in writing to all proposers on record within 3 business days of receipt so that each proposer will be fully informed. Additionally, all questions and answers will be posted on the website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

O. Proposals must be submitted according to the format outlined under Article III entitled PROPOSAL FORMAT & CONTENT and be mailed or delivered so as to be received at the Connecticut Department of Transportation, Bureau of Public Transportation, Newington, Connecticut 06131, Room 1139 **no later than 2:00 p.m. on Monday, October 25, 2010.** Proposals not received at that place by that date and time will not be considered. The proposals are subject to the conditions and specifications contained in this RFP

P. The Commissioner intends to select the Qualified Proposers who are, in the opinion of the State, the best qualified and who submit proposals that describe sufficient experience and qualifications to provide the travelling public with quality bus and paratransit services in the most efficient manner consistent with good business practices. **The Commissioner reserves the right to award Service Types and Service Areas proposed to be served by a Qualified Proposer in whole or in part to suit the best interest of the State and the objectives outlined herein.**

Q. The State will review all proposals submitted, determine which proposers are qualified, and rank Qualified Proposers in order of their respective overall technical and cost scores for possible interviews and negotiations. Should the State be unable to negotiate an agreement with a Qualified Proposer(s), then the State may choose to select from the remaining Qualified Proposers, based on the next best overall technical and cost score, re-solicit, or not select another Qualified Proposer(s).

R. Each selected Qualified Proposer will be given ten (10) business days from the date of receipt of the final mutually acceptable agreement, to review and sign the document. If, by the end of that period, the State has not received the executed agreement along with the necessary certificate(s) of insurance and corporate resolution from a selected Qualified Proposer, the Commissioner may, at his option, rescind the selection, proceed with the selection of another Qualified Proposer, re-solicit, or not select another proposer. In such event, the previously selected Qualified Proposer shall have no recourse against the Commissioner or the State.

S. The Commissioner, at his sole discretion, shall have the right to rescind without prejudice his selection and cancel all negotiations and terminate the proposal process at any time prior to the State's execution of the final agreements, without recourse by the selected Qualified Proposer(s).

T. The Commissioner reserves the right, at his sole discretion, to request additional information which he or his staff may consider important, to postpone or to cancel the solicitation at any time prior to the written execution of the agreement, and to negotiate the final terms and conditions of the agreement with the selected Qualified Proposers. Additionally, the Commissioner reserves the right to terminate this process when he, in his sole discretion, deems it is in the best interest of the State, at any time prior to the written execution of an agreement.

U. This RFP is issued pursuant to the Connecticut General Statutes section 13b-34, 13b-4, and 13b-10. The agreements entered into as a result of this RFP process are subject to the review of other governmental agencies and such agreements will not be binding on and enforceable against the State until approved by the Attorney General of the State of Connecticut.

V. The Commissioner reserves the right to waive any minor irregularities contained in this RFP or in a Proposal submitted by a Qualified Proposer.

W. All revenue derived from the operation and management of fixed route, commuter express, and paratransit services shall be and remain from the original receipt thereof, either from passengers or from other sources, the absolute property of the State. Such revenue shall be deposited daily, except Saturday, Sunday and legal holidays, by the Contractor into a special account in depository banks to be designated by the State, and the Contractor shall furnish to the State proof of deposit for each such deposit.

The Contractor shall maintain and shall submit to the State, upon request, a summary report showing the reconciliation of daily fares registered by the fare boxes (or those fares listed on paratransit manifest) versus daily cash fares counted, demonstrating that this fare revenue and any other forms of revenue, including, but not limited to sales of bus passes, ADA service passes and advertising revenue have been deposited into the account in the name of the State.

ARTICLE II. PROPOSER QUALIFICATIONS

The Commissioner, in his sole discretion, will determine which proposers are qualified. Such a determination will be based on the following minimum factors and the evaluation criteria set forth in Article V. To be considered qualified, all proposals must address each of the following minimum factors:

- Experience and reputation providing bus services reasonably comparable to the Service Types and Service Areas proposed to be served

- Demonstrated operating and maintenance capacity as necessary for the Service Types and Service Areas proposed to be served
- Demonstrated management and supervisory capacity as necessary for the Service Types and Service Areas proposed to be served
- Access to and availability of facilities and equipment necessary for the Service Types and Service Areas proposed to be served (other than those provided by the State as shown in Attachment B to this RFP)
- Product provided and the corresponding pricing
- Professionalism of employees
- Demonstrated financial strength as necessary to sustain the Service Types and Service Areas proposed to be served
- A minimum of seven years' experience, prior to the date of release of this RFP for comparable Service Types proposed to be served in a comparably sized operation. The State will request and check references attesting to such experience.
- The necessary organizational and financial resources to perform according to the obligations of the agreement
- Submission of a responsive Proposal to this RFP.
- Possession of proper motor bus authority(ies) to operate in the state of Connecticut.
- Any other matter that, in the Commissioner's sole opinion, affects the ability of the proposer to professionally operate the proposed transit and paratransit services.

ARTICLE III. PROPOSAL FORMAT & CONTENT

A. In order to permit the efficient and effective comparison of proposals, it is necessary that all submissions follow the same general organization. In order to qualify for acceptance, proposals must be presented in three parts and address the detailed requirements listed below:

Part A **(eleven (11) copies)** addresses technical and management considerations,

Part B (**1 copy**) addresses agreement considerations and financial background information, and

Part C **(eleven (11) copies)** addresses the cost proposal and must be submitted in a separate, sealed envelope clearly labeled with the **name of the Proposer and "Part C – Cost Proposal"**.

Alternatively for Parts A and C, the State will accept five (5) hard copies and six (6) flash drives containing the proposal. Part B must be submitted as a hard copy. If submitting on a flash drive, the proposal will be in Microsoft Word (compatibility mode with Word 2003.)

PART A - TECHNICAL & MANAGEMENT

1. Title Page

Indicating name, address, telephone number, and email address of the Proposer, including a contact person and the name of the person(s) who prepared the proposal, and the proposer's intended method of operation as a sole proprietor, partnership, corporation, limited liability company or joint venture, (see Form E-1).

2. Table of Contents

3. Executive Summary

In a maximum of four (4) pages, using Times New Roman font size 12, summarize the major points of your proposal including qualifications and experience, and financial strength as a company and as a potential bus service provider. Include the Service Types and Service Areas proposed to be served and the proposer's intent to conform to the requirements of the proposed draft agreement attached to this RFP as Attachment A. Any exception to the agreement should be noted here along with proposed changes. Substantial or numerous changes may be cause for rejection of the proposal. Scopes of service for each Service Type can be found in Attachment D.

4. Narrative Description

In a maximum of twenty (20) pages, using Times New Roman font size 12, detail the substance of the proposal and highlight the strengths of your firm. The narrative description must detail the following:

a) Background, experience and qualifications of the proposer and the management team to be assigned the responsibility of the Service Types and Service Areas, including the extent to which and the length of time that the proposer and the management team have provided the proposed services.

b) List each Service Type and Service Area proposed to be served.

c) Separately for each Service Type and Service Area proposed to be served, prepare a staffing plan that demonstrates the operational and maintenance capacity necessary to successfully undertake such service. Detail all aspects of your planned operation and maintenance including plans for assuring adequate staffing for day-to-day operations by properly credentialed and qualified personnel, and plans for delivering high-quality customer service through your management and operational staff. The staffing plan will not count towards the page limit.

d) Separately for each Service Type and Service Area proposed to be served,

demonstrate the management and supervisory capacity necessary to successfully undertake such service. Identify and include the resumes of all management and supervisory staff to be assigned to the Service Types and Service Areas proposed to be served. (Resumes will not be counted towards the page limit.)

e) Separately for each Service Type and Service Area proposed to be served, demonstrate access to and availability of the facilities and equipment necessary to successfully undertake such service (other than the facilities and equipment being made available by the State as shown on Attachment B to this RFP).

f) Demonstrate that the proposer has the financial strength to undertake and sustain all of its proposed Service Types and Service Areas making reference to the financial statements included in Part B.

PART B - AGREEMENT & FINANCIAL INFORMATION

Proposals must contain the following information:

1. Financial Statement

Attach three (3) years of your most recent audited financial statements or Federal income tax returns, or any other financial statements acceptable to the State prepared in accordance with generally accepted auditing standards, as well as a personal financial statement from any principal having a ten percent (10%) or more interest in the business, redacting personal social security numbers.

2. Surety Information

If you or any of your partners or corporate officials have ever had a bond or other form of surety cancelled or forfeited, attach a statement naming the bonding company, date on the bond and date it was cancelled or forfeited, amount of the bond or other form of surety and reason for such cancellation or forfeiture.

3. Disclosure

Proposers must complete and submit an Authorization and Consent Form provided by the State (Form E-4) authorizing the Commissioner to obtain certain information. The State also reserves the right to conduct additional financial and business background investigations, as the State deems appropriate and proper.

4. Operating Authority

Possession of, or ability to obtain prior to service start date, proper motor bus authority(ies) to operate in the state of Connecticut

PART C - COST PROPOSAL

Proposals must be submitted in a separate, sealed envelope clearly marked with the proposers name and "Part C – Cost Proposal". Proposals must contain the following information and use the attached formats:

1. Expenditure Estimates
   For each Service Type and Service Area being bid on, provide the expected total annual expenditures for one year on the form titled "Total Annual Expenses". Transfer the total estimate to the "total expense" columns on the appropriate cost proposal forms for the service type and service area. Provide in narrative form the rationale, justification and assumptions underlying all estimates. Provide all estimates in the formats outlined in Attachment C as applicable to each Service Type and Service Area

2. Investments
   Each proposer must provide an itemized list and estimate of all investments and expenses required to establish and operate each Service Type and Service Area proposed to be served other than the facilities and equipment being made available by the State and listed on Attachment B to this RFP.

B. BANKRUPTCY INFORMATION

If you have ever been declared bankrupt, please provide relevant information including date, court jurisdiction, amount of liabilities and amount of assets as part of your financial submittal required by Article III. Part B above.

If you are involved in a bankruptcy proceeding that has not yet reached its conclusion, please provide all relevant information as part of your financial submittal required by Article III Part B above.

C. LITIGATION

If you have been involved in litigation in the past three (3) years, please identify the plaintiffs, defendants, docket number, jurisdiction, basis of claims, and result, if any.

D. SIGNATURE

The proposal shall be signed by an individual authorized to bind the proposer (Form E-2). The proposal shall also provide information including: name, title, address, email address and telephone number of the individual(s) with authority to negotiate and contractually bind the proposer, and also who may be contacted during the period of proposal evaluation (Form E-2).

E. OTHER RELATED INFORMATION

1. The Commissioner reserves the right, at his sole discretion, during the selection process, to interview all the Qualified Proposers and to request any additional information which the Commissioner may consider important to its decision.

2. The selected Qualified Proposers will be required to comply with the laws of the United States of America, the policies, practices, regulations, and laws of the State of Connecticut, the Connecticut Department of Transportation, and any other federal or state agency.

3. All questions concerning this RFP should be in writing and directed to Mr. Ricardo Almeida, at the Bureau of Public Transportation, 2800 Berlin Turnpike, Newington, CT 06131 or by fax at (860) 594-3445 and received no later than 4:00 p.m. Wednesday, October 13, 2010. Questions not received at that place by that date and time will not be answered. The questions, together with the official responses, will be distributed in writing no later than Monday, October 18, 2010 to each proposer on record with the State by that date. The questions and answers will also be available on the website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp .

4. Any person or entity desiring to submit a proposal shall be responsible for the examination of the terms and conditions of the RFP, the service area(s) and route(s) being offered pursuant to this RFP, and of all documents describing or relating to the same upon which the agreement rights and obligations are to be granted. The proposers shall judge for themselves all of the circumstances and conditions affecting their proposal. Failure on the part of any proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the proposer did not understand the conditions of the RFP.

5. The selected Qualified Proposer agrees to perform the services proposed as an independent operator and not as an agent or employee of the State.

6. By submitting a proposal, the proposer warrants that it has not employed or retained any company or person other than bona fide employees or consultants working solely for the proposer to solicit or secure the agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of the above stipulation, the State shall have the right to annul the agreement without liability or, at its discretion, to deduct from the agreed price or consideration or otherwise to recover the full amount

of such fee, commission, percentage, brokerage fee or contingent fee.

7. By submitting a proposal, the selected Qualified Proposer warrants that it did not receive unauthorized information from, nor initiate improper contact with, any State employee regarding this RFP.

ARTICLE IV. SCHEDULE

The State expects to adhere to, but reserves the right to modify, the following schedule:

RFP SCHEDULE	
Advertise RFP:	**Monday, September 27, 2010**
Optional Pre-Proposal Meeting:	**Wednesday, October 13, 2010 at 9:00AM**
Receive Notice of Intent to Propose by:	**Wednesday, October 13, 2010 at 4:00PM**
Written questions received through:	**Wednesday, October 13, 2010 at 4:00PM**
Respond to questions within 3 days of receipt:	**Monday, October 18, 2010**
RFP Submittal deadline	**Monday, October 25, 2010, 2:00 p.m.**
Evaluation of Proposals by:	**Wednesday, November 3, 2010**
Interviews:	**Thursday, November 4, 2010**
Selection of Qualified Proposer:	**Thursday, November 18, 2010**
Agreement negotiation completed between Parties by:	**Friday, November 19, 2010**
Award Announcement:	**Monday, November 22, 2010**
Execution of Agreement by the Second Party by:	**Tuesday, November 30, 2010**
Full Execution of the Agreement by:	**Friday, December 10, 2010**
Agreement Starting Date:	**Monday, December 13, 2010**

ARTICLE V. EVALUATION CRITERIA

In order to determine if each proposer is qualified to provide its proposed services, the State, at a minimum, will evaluate all proposals according to the following criteria. A proposal that doesn't achieve at least 50% of the score of the highest scoring Technical and Management (Part A) proposal will not be evaluated for cost and will not be considered for award.

A. Cost

B. Qualifications and Experience

C. Operations and Maintenance

D. Project Management

E. Quality and Responsiveness of Proposal

F. The State may determine it necessary to invite Qualified Proposers found to be within the competitive range, or may be reasonably made to be within the competitive range for an interview. If interviews are conducted, the original evaluation score may be adjusted to more accurately reflect any additional information that may have been obtained through the interview process.

ARTICLE VI. MANDATORY REQUIREMENTS TO BE MET BY PROPOSERS

Proposals submitted must be accompanied by the proposal forms contained herein (Forms E1-E5), fully completed, and may be supplemented as desired.

All firms/entities are notified that the Office of Policy and Management ("OPM") has updated its contracting affidavits and certifications, as well as the timeline of when these documents are required to be completed, signed and returned. OPM Ethics Form 1 (Gift and Campaign Contribution Certification) and OPM Ethics Form 5 (Consulting Agreement Affidavit) must be completed and submitted with the proposal. OPM Ethics Form 1 applies to all agreements/contracts which have a total value to the State of Fifty Thousand Dollars ($50,000) or more in a calendar or fiscal year. Any Qualified Proposer that does not make the certifications required under subsection (c) of § 4-252 of the Connecticut General Statutes ("CGS"), or refuses to submit the affidavit required under subsection (b) of § 4a-81of the CGS, shall be disqualified and the State shall award the agreement to the next highest ranked Qualified Proposer, or seek new submittals in accordance with subsection (d) of CGS 4-252 and subsection (d) of § 4a-81 of the CGS. This form is attached hereto for your reference as Attachment F. OPM Ethics Form 5 is attached hereto for your reference as Attachment G.

Further information on these requirements can be obtained online at:

http://www.ct.gov/opm.state.ct.us/Ethics Affidavits

For all State contracts, as defined in § 9-612 of the Connecticut General Statutes, having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the notice from the State Elections

Enforcement Commission ("SEEC") advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The SEEC Form 11 is attached hereto as Attachment H and hereby made a part of this solicitation.

The contract to be awarded is subject to requirements mandated by Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes, as amended, and copies of Nondiscrimination Certification forms that will satisfy these requirements are included with the sample Agreement in attachment A. The applicable Nondiscrimination Certification form must be signed by an authorized signatory of the Proposer and submitted to the State at the time of Agreement execution.

Attachment A – Sample Agreement

AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT
AND

_____
FOR

THE OPERATION OF _____ SERVICE

THIS AGREEMENT, dated this ____ day of _____ 20__, by and between the State of Connecticut, Department of Transportation, Jeffrey A. Parker, Commissioner, acting herein by James P. Redeker, Bureau Chief, Bureau of Public Transportation, duly authorized, hereinafter referred to as the "STATE", and _____, having its principal place of business at _____, acting herein by _____, _____, hereunto duly authorized, hereinafter referred to as the "SECOND PARTY", collectively the "Parties".

WITNESSETH THAT:

WHEREAS, the STATE has determined that the citizens of Connecticut require essential _____ service between _____ and _____, Connecticut; and

WHEREAS, the SECOND PARTY is the holder of a Connecticut Public Utilities Control Authority Certificate of Public Convenience and Necessity authorizing the operation of _____ service within Connecticut; and

WHEREAS, the STATE pursuant to Subsection (a) of Section 13b-34b of the General Statutes of Connecticut, as revised, is authorized to enter into this Agreement, and the Express Finding as required pursuant to Section 13b-35 of the General Statutes of Connecticut, as revised, has been made.

Attachment A – Sample Agreement

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. **Agreement of the Parties.** The STATE hereby contracts for, and the SECOND PARTY hereby agrees to provide, _____service as stipulated in the Budget Addenda upon the terms and conditions hereinafter set forth.

2. **Term of Agreement and Modification by Addenda.** This Agreement shall be and remain in effect for the period commencing _____ and ending _____, unless previously terminated in accordance with any other provision of this Agreement. This Agreement may be modified by Addenda as necessary to provide continuous transit service. Such Addenda shall be limited to annual budgets, payment schedules, performance criteria, and maintenance criteria. Each Addendum shall be signed by both parties and attached hereto, and made a part of this Agreement. The STATE assumes no liability for payment under the terms of this Agreement until said SECOND PARTY is notified that said Agreement has been approved as to form by the Attorney General of the State of Connecticut.

3. **State\Federal Requirements.** The SECOND PARTY agrees to comply with all applicable State Administrative Requirements, referred to in Appendix "A", attached hereto and hereby made a part of this Agreement. The SECOND PARTY agrees to comply with all applicable Federal Transit Administration Third Party Contracting Requirements, referred to in Appendix "B", attached hereto and hereby made a part of this Agreement.

4. **Scope of Service.**

(a) The SECOND PARTY shall operate _____ service as mutually agreed upon by both parties in accordance with the fare, route, and system structure in effect on _____, and annually thereafter on July 1. The schedule of operation is and shall continue to be designed to provide reasonable accommodations for passenger requirements. No change in fares, routes or schedules may be made except as provided in this Agreement.

(b) During the term of this Agreement, prior to July 1 of each year for the duration of this Agreement, the SECOND PARTY and a representative of the STATE shall negotiate a level of service required by the STATE, as well as an hourly rate of allowable expenses which is mutually agreeable to both parties.

5. **Operating Income and Expenses.** The SECOND PARTY, subject to the limitations set forth in Scope of service section of this agreement, and the Budget Addendum that governs the payment for each service, is entitled to receive sufficient compensation by way of revenue or other funds to cover all operating expenses to be determined in accordance with the following procedures: The SECOND PARTY shall be reimbursed for its operations according to the formula and up to the amounts stipulated in the Budget Addendum attached to this Agreement and made a part hereof.

6. **Operating Deficits.** It is the intent of the parties that in the implementation of this Agreement, the STATE and the SECOND PARTY shall work together cooperatively to develop necessary operational savings and adjustments in fares and schedules to prevent unreasonable operating deficits.

7. **Liquidation of Indebtedness.** The STATE may refuse at any time to make payments under this Agreement if (a) the SECOND PARTY has failed to comply with the terms of the Agreement or any applicable State law or regulation, or (b) the SECOND PARTY is indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment of the objectives of this Agreement. Under such conditions, the STATE will inform the SECOND PARTY, in writing, that payment will not be made after a specified date until the noncompliance described in such notice is corrected or the indebtedness is liquidated.

8. **Equipment.** The SECOND PARTY shall ensure for each weekday, excluding legal holidays, during the term of this Agreement, the number of buses required for operation of the service are assigned. Buses should be clean, wheelchair accessible, be capable of maintaining legal speed limits on the highways, and have operable heating and cooling systems as needed. Said buses are referred to herein as operating equipment.

9. **Responsibility.** The SECOND PARTY shall have sole responsibility for the proper operation of said buses, including but not limited to employment of drivers and staff, acquisition and maintenance of all equipment and facilities.

10. **Payment to the SECOND PARTY.** The schedule of payments to the SECOND PARTY and the maximum STATE contribution of such payments shall not exceed _____ Dollars ($ _. Payments shall be made in accordance with the Budget Addendum attached to and made a part hereof.

The STATE's financial assistance to the SECOND PARTY for each State Fiscal Year of this Agreement commencing _____ and each July 1 thereafter, shall be determined based on the budgetary needs of the SECOND PARTY and in consideration of the availability of STATE funds. The STATE shall make the final determination as to the amount of funding to be provided under this Agreement.

11. **Maintenance.** The SECOND PARTY shall maintain its equipment in good, safe operating condition and maintain a proper preventive maintenance schedule for all the operating equipment and rolling stock necessary for the scope of services under this Agreement. The SECOND PARTY shall certify to the STATE that a maintenance plan is in place and shall provide to the STATE a copy of both the plan and the SECOND PARTY's certification that the plan has been implemented. The STATE reserves the right to confirm the implementation of such plans with on-site visits, with reasonable notice, at the STATE's convenience.

12. **Motor Vehicle Safety Standards.** Motor vehicles utilized under this Agreement will comply with the Motor Vehicle Safety Standards as established by the U.S. Department of Transportation.

13. **Accessibility Requirement.** The SECOND PARTY shall comply with the accessibility mandates set forth in the American With Disabilities Act of 1990 and Section 14-97b of the Connecticut General Statutes, as revised.

14. **Clean Air Requirement.** The SECOND PARTY shall comply with mandates set forth in the

Clean Air Act of 1990 and Connecticut General Statutes Sections 13b-38o to 13b-38y as amended by Connecticut Public Act 93-334.

15. **Record Retention.** The SECOND PARTY agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement for a period of three (3) years after termination of this Agreement, or if federal funding is involved, for a period of three (3) years after federal acceptance of project close-out.

If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

The SECOND PARTY further agrees to require that the work papers and reports of the independent CPA be retained for a minimum of three (3) years from the date of the audit report unless notified by the STATE of the need to extend the retention period.

16. **Audits and Inspections.**

A. The STATE shall have the right to have its representatives or consultants review and audit all books and records of the SECOND PARTY pertaining to transit operations and, if applicable, capital equipment purchases, at any reasonable time upon reasonable notice, and to conduct such investigations and audits as, in its judgment are required to ensure full compliance with all terms and conditions of this Agreement. The STATE may also adjust its payments to the SECOND PARTY when and if an adjustment is confirmed by audit.

B. The STATE shall have the right to inspect the SECOND PARTY's equipment, operating equipment and rolling stock, and records with respect thereto as shall be reasonably necessary to confirm the proper maintenance and safe operation of such equipment and vehicles.

17. **Waiver.** The waiver of the breach of any article, covenant, or condition herein contained shall not be construed as the waiver of such article, covenant, or condition, or of any subsequent breach thereof.

18. **Covenant Against Assignment.** The SECOND PARTY shall not, without prior written consent of the STATE, assign or transfer all or any part of its rights, powers or duties arising hereunder.

19. **Obligation of the SECOND PARTY.** The STATE shall incur no obligation under this Agreement until the same has been approved as-to-form by the Attorney General, State of Connecticut.

20. **Notice.** It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other party (or parties), in order for such notices to be binding thereon, shall:

(a) - be in writing (hardcopy) addressed to:

(i) when the STATE is to receive such notice -
Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546;

(ii) when the SECOND PARTY is to receive such notice – the person(s) acting herein as signatory for the SECOND PARTY receiving such notice;

(b) – be delivered in person or mailed United States Postal Service "Certified Mail" or nationally recognized overnight delivery service to the address recited herein as being the address of the party(ies) to receive such notice; and

(c) - contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing herein above contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

21. **Americans With Disabilities Act.** This clause applies to those Second Parties who are or will be responsible for compliance with the terms of the Americans With Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The SECOND PARTY represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the SECOND PARTY to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the STATE upon notice to the SECOND PARTY. The SECOND PARTY warrants that it will hold the STATE harmless and indemnify the STATE from any liability which may be imposed upon the STATE as a result of any failure of the SECOND PARTY to be in compliance with this Act, as the same applies to performance under this Agreement.

The SECOND PARTY agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

22. **Suspension or Debarment.** Suspended or debarred Second Parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

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

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Has not within a the prescribed statutory time period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offenses enumerated in section A.2. of this certification; and

4. Has not within a five-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

B. Where the SECOND PARTY is unable to certify to any of the Statements in this certification, the SECOND PARTY shall attach an explanation to this Agreement.

The SECOND PARTY agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

1. The prospective lower tier participant 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.

2. Where the prospective lower tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

23. **Termination.** The STATE reserves the right to terminate, suspend, abandon, or postpone this Agreement:

A. Without cause with thirty (30) days prior written notice to the SECOND PARTY, or

B. With cause, forthwith, upon delivery to the SECOND PARTY of written notice of termination, citing any one or more of the following reasons:

1. The SECOND PARTY discontinues the operation of service.

2. The SECOND PARTY takes any action and/or fails to take required action pursuant to the terms of this Agreement without the required approval(s) of the STATE.

3. The SECOND PARTY being declared by competent authority to be incapable of operation under this Agreement.

C. In the event of termination the STATE shall reimburse the SECOND PARTY on an equitable basis for services rendered up to the date of termination of the Agreement, through discussions with the SECOND PARTY, with the final determination to be made by the STATE. In determining the basis for such an equitable settlement, the STATE shall consider (a) the amount of work performed by the SECOND PARTY, less any payments previously made, and (b) the amount of reimbursable expense incurred by the SECOND PARTY, less any payments previously made.

D. Any misrepresentation or omission of a material fact by the SECOND PARTY concerning the SECOND PARTY's authority or ability to carry out the obligations assumed by the SECOND PARTY hereunder shall terminate the obligation of the STATE, and it is understood and agreed by the SECOND PARTY that if a material fact has been misrepresented or omitted by the SECOND PARTY, the STATE may recover all payments made by the SECOND PARTY under this Agreement.

E. Either party hereto shall have the right to terminate this Agreement thirty (30) days after notifying the other party of such party's breach in any material respect, of the provisions of this Agreement and such notified party's failure to cure such breach prior to the expiration of such thirty (30) day period.

24. **Entire Agreement.** The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the STATE under the laws of the State of Connecticut. Nothing contained in this Agreement shall be construed as an agreement by the STATE to directly obligate the STATE to creditors or employees of the SECOND PARTY.

Attachment A – Sample Agreement

Appendix "A"

1**. Insurance**. With respect to the operations performed by the SECOND PARTY under the terms of this Agreement and also those performed for the SECOND PARTY by its subcontractor(s), the SECOND PARTY will be required to carry, and it shall ensure its subcontractor(s) carry, the insurance coverage included in paragraphs (a), (b) and (c) below, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, at no direct cost to the State. In the event the SECOND PARTY secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less then One Million Dollars ($1,000,000) single limit for all damages arising out of bodily injuries to, or destruction of, property including the loss of use thereof in any one accident or occurrence. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of Two Million Dollars ($2,000,000) for all damages during the policy period.

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of (a) One Million Dollars ($1,000,000) for vehicles with a seating capacity of ten (10) or less passengers, (b) One Million Five Hundred Thousand Dollars ($1,500,000) for vehicles with a seating capacity of eleven (11) through fourteen (14) passengers, and (c) Five Million Dollars ($5,000,000) for vehicles with a seating capacity of fifteen (15) or more, for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

(c) With respect to all operations the SECOND PARTY performs and all those performed for the SECOND PARTY by subcontractors, the SECOND PARTY shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

(d) In conjunction with paragraphs (a), (b) and (c) above, the SECOND PARTY agrees to furnish to the State a Certificate of Insurance on the form or forms provided by the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

(e) The SECOND PARTY shall produce, within five (5) business days, a copy, or copies of all applicable insurance policies requested by the State. In providing said policies, the SECOND PARTY may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration, or termination of this Agreement.

(f) If the SECOND PARTY elects to be self-insured rather than acquiring

coverage from an insurance company, the SECOND PARTY shall ensure to the State that it is adequately protected. The SECOND PARTY shall submit a notarized statement from an authorized representative providing the following information:

1) That the SECOND PARTY is Self-insured.

2) That the SECOND PARTY has established a reserve fund that satisfies the minimum requirements set forth in the Agreement for the payments of claims.

3) That the SECOND PARTY shall indemnify and hold the State harmless.

4) The name, title, and address of the person to be notified in the event of a claim.

(g) All State-owned rolling stock and facilities are and shall remain insured by the STATE under the terms and conditions in effect in accordance with the State Insurance Policy(ies).

2. **Indemnification and Claims Against the State**. The SECOND PARTY shall indemnify and save harmless and shall ensure that its subcontractor(s) indemnify and save harmless, the State of Connecticut, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the SECOND PARTY and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the SECOND PARTY and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto provided, however, that such indemnification shall not be limited by reason of any insurance coverage.

3. **Sovereign or Governmental Immunity**. It is further understood and agreed by the parties hereto, that the SECOND PARTY shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the SECOND PARTY, unless requested to do so by the State. If this Agreement is between the State and a municipality, the municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the municipality, the municipality shall not use the defense of Governmental Immunity.

4. **Code of Ethics Policy**. The SECOND PARTY hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made part hereof.

The SECOND PARTY shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the State as an independent contractor shall:

(1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an

employee of the person or a member of the immediate family of any such person or employee;

(2) Accept another State contract that would impair the independent judgment of the person in the performance of the existing contract; or

(3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

(b) No person shall give anything of value to a person hired by the State as an independent contractor based on an understanding that the actions of the independent contractor on behalf of the State would be influenced.

5. **Connecticut Required Contract/Agreement Provisions**. The SECOND PARTY acknowledges and agrees to comply with the "Connecticut Required Contract/Agreement Provisions Specific Equal Employment Responsibilities", dated March 3, 2009, as may be amended from time to time, a copy of which is attached hereto and made a part hereof.

6**. Goals and Special Provisions**. The SECOND PARTY hereby acknowledges and agrees to comply with the "Special Provisions, Small Contractor and Small Contractor Minority Business Enterprises (Set-Aside)", dated March 2001, a copy of which is attached hereto and made a part hereof.

7. **Civil Rights**. As a condition to receiving federal financial assistance under the Contract/Agreement, if any, the SECOND PARTY shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Contract/Agreement.

8. **Executive Orders**. This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contract reform as set forth herein Article 9, and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the SECOND PARTY's request, the State shall provide a copy of these Orders to the SECOND PARTY.

9**. Executive Order No. 7C Provisions**: Pursuant to Section 6 of Executive Order No. 7C of Governor M. Jodi Rell, the SECOND PARTY acknowledges that the State Contracting Standards Board (the "Board") may review the Agreement the SECOND PARTY entered into on or after October 1, 2005 and recommend to the State contracting agency termination of the Agreement for

cause. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the Connecticut General Statutes) or Section 4a-100 of the Connecticut General Statutes or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency. The Board shall provide the results of its review, together with its recommendations, to the State contracting agency and any other affected party in accordance with the notice provisions in the Agreement no later than fifteen (15) days after the Board finalizes its recommendation. The State contracting agency shall consider the recommendations of the Board and act in accordance with the Agreement and applicable law.

If applicable, the SECOND PARTY agrees to satisfy the affidavit/certification requirements of Section 8 of Executive Order No. 1 and 10(a) of Executive Order No. 7C of Governor M. Jodi Rell and §4-252 of the Connecticut General Statutes, as amended. The certification form is available on the website of the Office of Policy and Management at www.ct.gov/opm. So long as the Agreement remains in effect, the SECOND PARTY shall provide the State with an annual update of the aforesaid certification on each anniversary of the effective date of such Agreement.

10**. Governmental Agency Exemption Certificate**. The SECOND PARTY hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

11**. 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.

12**. Force Majeure**. The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the SECOND PARTY and which by the exercise of due diligence the SECOND PARTY is unable to prevent or overcome.

In the event that the SECOND PARTY is rendered unable wholly or in part by a Force Majeure, as defined herein, to carry out its obligations under this Agreement, it is agreed that on notice to the State setting forth the particulars of such Force Majeure, in writing, the obligations of the SECOND PARTY to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

13. **Jurisdiction and Forum**. 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 Newington, Connecticut. .

14. **Non-waiver of State's Immunities**. Nothing in this Contract/Agreement shall be construed to

waive any of the State's immunities.

15. **Core Agreement/Contract Purchase Order**. The Agreement itself is not an authorization for the SECOND PARTY to provide goods or begin performance in any way. The SECOND PARTY may provide goods or begin performance only after it has received written authorization from the State or a duly issued purchase order against the Agreement. The SECOND PARTY providing goods or commencing performance without written authorization from the State or a duly issued purchase order in accordance with this section does so at SECOND PARTY's own risk. The State shall issue a purchase order against the Agreement directly to the SECOND PARTY and to no other party.

16. **SEEC**. For all State Contracts as defined in P.A. 07-1 having a value in calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement/Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The SEEC Form 11 is attached hereto and hereby made a part of this Agreement/Contract.

17. **Nondiscrimination**. References in this section to "contract" shall mean this "Agreement" and references to "contractor" shall mean the "SECOND PARTY".

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in

conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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

(g) The following subsections are set forth here as required by section 4a-60a of the

Attachment A – Sample Agreement

Connecticut General Statutes:

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

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

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately

preceding enumerated items (1), (2), (3), (4) or (5).

Appendix "B"

1. **No Government Obligation to Third Parties**. The STATE, The SECOND PARTY and its contractor/subcontractors in connection with the Work, 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 Agreement and shall not be subject to any obligations or liabilities to the STATE. The SECOND PARTY or its contractor/ subcontractors, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement

   The SECOND PARTY agrees to include the above clause in each contract/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 contractor/subcontractor who will be subject to its provisions.

2. **Program Fraud and False or Fraudulent Statements and Related Acts**.

   a. The SECOND PARTY 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 Agreement, The SECOND PARTY 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 Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, The SECOND PARTY 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 SECOND PARTY to the extent the Federal Government deems appropriate.

   b. The SECOND PARTY 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 an agreement 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 SECOND PARTY, to the extent the Federal Government deems appropriate.

   c. The SECOND PARTY agrees to include these 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 contractor/subcontractors who will be subject to the provisions.

3. **Access to Records and Reports**. The SECOND PARTY agrees to provide the STATE, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to

The SECOND PARTY'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.

The SECOND PARTY shall make available records related to the Agreement to the STATE, 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.

The SECOND PARTY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The SECOND PARTY agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case The SECOND PARTY agrees to maintain same until the STATE, 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).

4. **Federal Changes**. The SECOND PARTY agrees to comply, at all times, with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the STATE and FTA, as they may be amended or promulgated from time to time until such time as all work described in the Agreement is completed. The SECOND PARTY's failure to comply shall constitute a material breach of this Agreement.

5. **Incorporation of Federal Transit Administration (FTA) Terms**. The preceding provisions include, in part, certain Standard Terms and Conditions required by the STATE, whether or not expressly set forth in the preceding terms and conditions. All contractual provisions required by the STATE, 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/subcontractors shall not perform any act, fail to perform any act, or refuse to comply with any of the STATE's requests which would cause the STATE to be in violation of the FTA terms and conditions.

6. **Certification for Federal-Aid Contracts – Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.].** If applicable, Second Parties who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "Certification Regarding Lobbying" attached hereto. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also

disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

7. **Clean Air**. The SECOND PARTY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The SECOND PARTY agrees to report each violation to the STATE and understands and agrees the STATE will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

   The SECOND PARTY also agrees to include these requirements in each contract/subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

8. **Clean Water Requirements**. The SECOND PARTY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. the SECOND PARTY agrees to report each violation to the STATE and understands and agrees that the STATE will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

9. **Transit Employee Protective Provisions**.

   (1) The SECOND PARTY agrees to comply with applicable transit employee protective requirements as follows:

      (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the SECOND PARTY agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The SECOND PARTY agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

   (2) The SECOND PARTY also agrees to include the any applicable requirements in each contract/subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

10. **Charter Bus Requirements**. The SECOND PARTY agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or

facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

11. **School Bus Requirements**. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, the SECOND PARTY may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, The SECOND PARTY may not use federally funded equipment, vehicles, or facilities.

12. **Drug and Alcohol Testing**. The SECOND PARTY agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Connecticut, or a representative of the STATE, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The SECOND PARTY agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports to the State. To certify compliance The SECOND PARTY shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

13. **Energy Conservation**. The SECOND PARTY and its contractor/subcontractors in connection with the Work will comply with, the 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, as amended, 42 U.S.C. 6321 et. seq.

14. **Recycled Products**. The SECOND PARTY 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.

Attachment A – Sample Agreement

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Representation By Entity

For Contracts Valued at Less Than $50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than $50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

_____ _____
Authorized Signatory Date

_____
Printed Name

Attachment A – Sample Agreement

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Affidavit By Entity For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____ , an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

_____
Authorized Signatory

_____
Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20_____.

_____ _____
Commissioner of the Superior Court / Notary Public **Commission Expiration Date**

Attachment B – Inventories of Facilities and Equipment to be Provided by State

	Wallingford ADA	Meriden ADA	Waterbury ADA	Wallingford Fixed Route	Meriden Fixed Route	Waterbury Fixed Route	New Britain Fixed Route
Telephone System	No	No	**Yes**	No	No	No	No
Telephone Number	No	No	**Yes**	No	No	No	No
Radio System	No	No	No	No	No	No	**Yes**
Radio Frequency	No	No	No	No	No	No	To be determined
Computers	No	No	**Yes**	No	No	No	No
Scheduling Software	Does not apply	Does not apply	**Yes**	Does not apply	Does not apply	To be determined	No
Fare System	Does not apply	Does not apply	Does not apply	Does not apply	**Yes**	**Yes**	**Yes**

Attachment B – Inventories of Facilities and Equipment to be Provided by State

Year	Asset Description	Make	Model	Serial #/VIN	TotalCost	Fed Fund	Asset Cond
Fixed Route Services - Greater Waterbury Area							
2003	STATION WAGON	FORD	TAURUS SE	1FAHP58U73A276781	$ 17,634.00	Y	G
2003	SUV - 1/2 TON	FORD	EXPLORER XLS	1FMZU72K63ZB50600	$ 25,218.00	Y	G
2003	SUV - 1/2 TON	FORD	EXPLORER XLS	1FMZU72K63ZB50595	$ 25,218.00	Y	G
2009	VAN	FORD	E150	1FTNE14WX7DB23173	$ 14,712.23	N	N
2006	DUMP TRUCK - 1 TON	CHEVROLET	LD-3500	1GBJK34U86E158390	$ 27,507.43	N	G
1990	PICKUP TRUCK - 3/4 TON	FORD	F250	IFTHF26M8LNA73289	$ 16,707.00	Y	F
1994	DUMP TRUCK - 1 TON	FORD	F450	1FDLF47M0REA26976	$ 24,733.00	Y	F
1998	VAN - CARGO	CHEVROLET	CG31405	1GCHG35F4W1042087	$ 22,750.00	Y	F
1996	TRANSIT BUS - 35 FT #111	RTS	T70206	4RKPDTLA1TR831542	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	RTS	T70206	4RKPDTLA2TR831551	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	RTS	T70206	4RKPDTLA5TR831544	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT #109	RTS	T70206	4RKPDTGA5TR831540	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT #112	RTS	T70206	4RKPDTLA3TR831543	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT #A115	RTS	T70206	4RKPDTLA9TR831546	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT #A116	RTS	T70206	4RKPDTLA0TR831547	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT #A117	RTS	T70206	4RKPDTLA2TR831548	$229,937.00	Y	F
199	TRANSIT BUS - 35 FT #A118	RTS	T70206	4RKPDTLA4TR831549	$229,937.0	Y	F

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1996	TRANSIT BUS - 35 FT	#A121	RTS	T70206	4RKPDTLA4TR831552	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A122	RTS	T70206	4RKPDTLA6TR831553	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT		RTS	T70206	4RKPDTLAXTR831555	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A119	RTS	T70206	4RKPDTLA0TR831550	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A127	RTS	T70206	4RKPDTLA5TR831558	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A123	RTS	T70206	4RKPDTLA8TR831554	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A125	RTS	T70206	4RKPDTLA1TR831556	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#129	RTS	T70206	4RKPDTLA3TR831560	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A130	RTS	T70206	4RKPDTLA5TR831561	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A131	RTS	T70206	4RKPDTLA7TR831562	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A132	RTS	T70206	4RKPDTLA9TR831563	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A133	RTS	T70206	4RKPDTLA0TR831564	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A134	RTS	T70206	4RKPDTLA2TR831565	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#126	RTS	T70206	4RKPDTLA3TR831557	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A102	RTS	T70206	4RKPDTGA8TR831533	$231,483.00	Y	F
1996	TRANSIT BUS - 35 FT	#A103	RTS	T70206	4RKPDTGAXTR831534	$229,972.00	Y	F
1996	TRANSIT BUS - 35 FT	#A104	RTS	T70206	4RKPDTGA1TR831535	$229,972.00	Y	F
1996	TRANSIT BUS - 35 FT	#A105	RTS	T70206	4RKPDTGA3TR831536	$229,972.00	Y	F
1996	TRANSIT BUS - 35 FT	#A106	RTS	T70206	4RKPDTGA5TR831537	$229,972.00	Y	F

1996	TRANSIT BUS - 35 FT #A108	RTS	T70206	4RKPDTGA9TR831539	$229,972.00	Y	F
1996	TRANSIT BUS - 35 FT #A110	RTS	T70206	4RKPDTGA7TR831541	$229,972.00	Y	F
1996	TRANSIT BUS - 35 FT #A101	RTS	T70206	4RKPDTGA3TR831472	$229,972.00	Y	F
1996	TRANSIT BUS - 35 FT #A114	RTS	T70206	4RKPDTLA7TR831545	$229,972.00	Y	F
2004	TRANSIT BUS - 40 FT #385	NEW FLYER	D40LF	5FYD2LL174U026093	$271,613.51	Y	G
1994	SANDER - HGWY EQUIP	CO SUPER	P8	100088	$ 4,200.00	Y	F
1996	GENERATOR	KOHLER	150R0ZJ71	351419	$ 32,730.00	Y	G
2009	GENERATOR - PORTABLE GAS	TROY BILT	030378	1016516509	$ 429.00	N	N
2007	CUT OFF SAW	AUTOBRADE	18075	61272	$ 186.90		G
2004	SWEEPER	TENNANT	6600	6600-25172	$ 26,886.30	Y	F
1994	POWER ANGLE PLOW - 9 FT	FISHER			$ 1,800.00	Y	F
2006	SNOW PLOW - 8 FT REVERSIBLE	STORM GUARD		04011220491728500	$ 1,000.00	N	G
1992	WHEEL HOIST			621	$ 3,094.00	Y	G
1993	FORK LIFT TRUCK	CLARK		GPX230E0155923YFB	$ 18,771.00		G
2009	POST PULLER	FAIRMONT		FLK0889BX	$ 1,877.04	N	N
2009	POST DRIVER	FAIRMONT			$ 2,172.83	N	N
1992	WHEEL BALANCER			1192062728	$ 7,471.00	Y	G
1992	COMPRESSOR W/STARTER			30T715753	$ 2,699.00	Y	F
1993	FLOOR JACK	LINCOLN		L660Y17852	$ 1,483.00	Y	F
199	FLOOR JACK	LINCOLN		L660Y16838	$ 1,483.00	Y	F

3							
1994	COOLANT RCVRY/RCYCLNG STATION			08595	$ 1,515.00	Y	G
2000	REFRIGERANT RECOVERY UNIT	ROBINAIR		00321	$ 5,384.00	N	G
2004	TRANSMISSION JACK - 1/2 TON	OTC	SPX 1791	0812AF08244	$ 1,025.00	N	G
2009	REFRIGERANT RECOVERY UNIT	SPX CORP. - ROBINAIR	34788 COOL TECH	212210	$ 2,954.50	N	N
2004	FRONT AXLE TOOL KIT	M.A.N.			$ 2,863.44		G
1992	BRAKE DRUM LATHE	STAR	53-DS	3458	$ 38,343.00	Y	G
1999	BRAKE LATHE	AMMCO	4000B	9905400058	$ 6,249.00	N	G
2009	CORE DRILL - HAND HELD	HUSQVARNA	DM255	0809494	$ 1,396.30	N	N
1992	WIRE FEED WELDER	DAYTON		D476338	$ 1,495.00	Y	G
1998	PLASMA CUTTER	MILLER-SPECTRUM	650	KH566813	$ 2,600.00	N	G
1997	PARTS WASHER	HYDRO BLAST	100	123985	$ 11,804.00	N	G
2002	PARTS WASHER	POWER AMERICA		P080230338	$ 2,976.00	N	G
2008	PRESSURE WASHER	POWER AMERICA	POA SNG 3041C	104721	$ 5,790.00	N	N
1992	OIL FILTER CRUSHER	JOHN DOW		000526	$ 2,700.00	Y	G
1993	BUS LIFT	CHALLENGER	4328	43039	$ 59,831.00	Y	F
1995	BUS LIFT SYSTEM - HYDRAULIC			XM15008	$ 18,990.00	Y	F
2002	ENGINE ANALYZER	ROTUNDO OBD			$ 2,786.00	N	G
2004	ENGINE ANALYZER	KENT-MORE	PRO-LINK 9000	079802787	$ 2,000.00	N	G
2008	INTEGRATED DIAGNOSTIC SYSTEM	VCM	ROTUNDA	1208N49544	$ 3,620.00	Y	N

1992	TIRE CHANGER	COATS	HIT-5000	1092251077	$ 6,450.00	Y	G
2005	BRAKE DRUM ADAPTER	STAR-MACHINE			$ 1,010.94	Y	N
2000	VIDEO RECORDER	PAN	PVL559D	H99A18355	$ 450.00	Y	F
2002	TELEVISION - 19 IN	SANYO		B2420268323614	$ 122.00	N	G
2003	DGTL PASSPORT/ID PHOTO SYSTEM				$ 1,000.00		G
2006	DIGITAL CAMERA	HEWLETT PACKARD	SNPRB-0501	CN64B2418W	$ 119.88	N	G
	DIGITAL VIDEO RECORDER	HOME GUARD		9103K410C	$ 195.00	N	N
2009	TELEVISION - 26 IN	VIZIO	HDTV		$ 267.99	N	N
1994	TELEPHONE SYSTEM	NEC ELECTRA			$ 5,918.00	N	G
1998	TELEPHONE	EXECUTONE	PHONE SYSTEM	C0000899	$ 41,691.74		G
1992	COIN COUNTER	CUMMINS	JETSORT 3000	3825	$ 4,400.00	N	G
1994	ELEC REGISTERING FAREBOX SYS	GFIC	42		$358,763.00	N	G
2009	COIN COUNTER	CUMMINS	JETSORT 4601	1-4601274608305	$ 6,930.87	N	N
1990	DIESEL TANK - 5000 GAL				$ 22,000.00	N	G
2000	LASERJET PRINTER 4500 - H/P #U			USBC046571	$ 1,235.00	Y	G
2003	COMPUTER			DCVR921	$ 1,180.00	N	G
2004	COMPUTER	DELL	DIMENSION 2400	4DCLG41	$ 898.00		G
2004	COMPUTER	DELL	OPTIPLEX 170L	4HJMH41	$ 1,240.00		G
2004	SERVER RACK	DELL		26503SB9G41	$ 25,455.44	N	G
200	TAPE DRIVE	DELL	POWER EDGE	HR014TB	$ 4,750.00		G

4							
2005	COMPUTER	DELL	OPTIPLEX GX280	IP85J61	$ 925.00		G
2005	UPS BATTERY BACKUP	APC	SMART 2200	JS05045452	$ 1,023.00	N	N
2006	COMPUTER	HEWLETT PACKARD	DC5100SFF	2UA608JW4V	$ 511.28		G
2006	COMPUTER	HEWLETT PACKARD	DC5100SFF	2UA608JW4T	$ 511.28		G
2006	COMPUTER	HEWLETT PACKARD	DC5100SFF	2UA608JW4Q	$ 511.28		G
2006	COMPUTER	HEWLETT PACKARD	DC5100SFF	2UA608JW4S	$ 511.28		G
2006	COMPUTER	HEWLETT PACKARD	DC5100SFF	2UA608JW4R	$ 511.28		G
2006	COMPUTER	HEWLETT PACKARD	DC5100SFF	2UA606KSS8	$ 618.49		G
2006	EXTERNAL TAPE DRIVE	DELL	110T	JK01V89	$ 2,200.60	N	N
2008	LAPTOP COMPUTER	DELL		JK9L0G1	$ 1,800.00	Y	G
2008	PRINTER/FAX/COPIER UNIT	XEROX	7232	GBP086095N	$ 4,800.00	N	N

Fixed Route Services - Greater New Britain and Bristol Areas

2008	TRANSIT BUS - 35 FT #803	NEW FLYER	D35LF	5FYD4KV128B033861	$329,318.32	N	N
2010	TRANSIT BUS - 35 FT #A2	NEW FLYER	D35LFR	5FYD5KV19AB037036	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A5	NEW FLYER	D35LFR	5FYD5KV14AB037039	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A6	NEW FLYER	D35LFR	5FYD5KV10AB037040	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A14	NEW FLYER	D35LFR	5FYD5KV15AB037048	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A1	NEW FLYER	D35LFR	5FYD5KV17AB037035	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A9	NEW FLYER	D35LFR	5FYD5KV16AB037043	$364,702.72	Y	N

2010	TRANSIT BUS - 35 FT #A11	NEW FLYER	D35LFR	5FYD5KV1XAB037045	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A10	NEW FLYER	D35LFR	5FYD5KV18AB037044	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A7	NEW FLYER	D35LFR	5FYD5KV12AB037041	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A8	NEW FLYER	D35LFR	5FYD5KV14AB037042	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A3	NEW FLYER	D35LFR	5FYD5KV10AB037037	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A4	NEW FLYER	D35LFR	5FYD5KV12AB037038	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A12	NEW FLYER	D35LFR	5FYD5KV11AB037046	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A13	NEW FLYER	D35LFR	5FYD5KV13AB037047	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT #A21	NEW FLYER	D35LFR	5FYD5KV17AB037133	$364,702.72	Y	N
1982	COIN COUNTER	RMR SATTLEY		1263A	$ 2,747.00	Y	F
1994	ELEC REGISTERING FAREBOX SYS	GFIC	31		$146,681.00	N	F
1990	BASE STATION	MOTOROLA		778VQQ3883	$ 557.00	N	F
1990	MOBILE RADIO	MOTOROLA		778VQUA481	$ 499.00	N	F
1990	MOBILE RADIO	MOTOROLA		778VQUA540	$ 499.00	N	F
1990	MOBILE RADIO	MOTOROLA		778VQUA583	$ 499.00	N	F
1990	MOBILE RADIO	MOTOROLA		778VQUA528	$ 499.00	N	F
1990	MOBILE RADIO	MOTOROLA		778VQUA636	$ 499.00	N	F
1990	MOBILE RADIO	MOTOROLA		778VQUB557	$ 499.00	N	F
1990	MOBILE RADIO	MOTOROLA		778VQUA644	$ 499.00	N	F
199	MOBILE RADIO	MOTOROLA		778VQUA633	$ 499.00	N	F

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1990	MOBILE RADIO		MOTOROLA		778VQUB554	$ 499.00	N	F
1990	MOBILE RADIO		MOTOROLA		778VQUA559	$ 499.00	N	F
1990	MOBILE RADIO		MOTOROLA		778VQUA638	$ 499.00	N	F
1990	MOBILE RADIO		MOTOROLA		778VQUA640	$ 499.00	N	F
1990	MOBILE RADIO		MOTOROLA		778VQUA563	$ 499.00	N	F
1990	RADIO- PORTABLE		MOTOROLA		759TQQ9818	$ 314.00	N	F
Fixed Route Service - Meriden Area								
2004	TRANSIT BUS - 40 FT	#383	NEW FLYER	D40LF	5FYD2LL134U026091	$271,613.50	Y	G
2004	TRANSIT BUS - 40 FT	#381	NEW FLYER	D40LF	5FYD2LL154U026089	$271,613.50	Y	G
2004	TRANSIT BUS - 40 FT	#384	NEW FLYER	D40LF	5FYD2LL154U026092	$271,613.51	Y	G
2004	TRANSIT BUS - 40 FT	#382	NEW FLYER	D40LF	5FYD2LL114U026090	$271,613.50	Y	G
1994	ELEC REGISTERING FAREBOX SYS		GFIC	19		$104,015.00	N	G
Fixed Route Service - Wallingford Area								
1996	TRANSIT BUS - 35 FT	#A128	RTS	T70206	4RKPDTLA7TR831559	$229,937.00	Y	F
1996	TRANSIT BUS - 35 FT	#A107	RTS	T70206	4RKPDTGA7TR831538	$229,972.00	Y	F
Service between New Haven and Madison								
2010	TRANSIT BUS - 35 FT	#A24	NEW FLYER	D35LFR	5FYD5KV12AB037136	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT	#A26	NEW FLYER	D35LFR	5FYD5KV16AB037138	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT	#A25	NEW FLYER	D35LFR	5FYD5KV14AB037137	$364,702.7	Y	N

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Fixed Route Service - A portion of route 41 between Hartford and New Britain								
2010	TRANSIT BUS - 35 FT	#A22	NEW FLYER	D35LFR	5FYD5KV19AB037134	$364,702.72	Y	N
2010	TRANSIT BUS - 35 FT	#A23	NEW FLYER	D35LFR	5FYD5KV10AB037135	$364,702.72	Y	N
Complementary ADA Paratransit Services - Greater Waterbury area including non-ADA Paratransit Service								
2002	VAN - 12 PASSENGER		FORD	E456	1FDXE45F52HB53090	$ 49,031.00	Y	G
2002	VAN - 12 PASSENGER		FORD	E456	1FDXE45F92HB53092	$ 49,031.00	Y	F
2002	VAN - 12 PASSENGER		FORD	E456	1FDXE45F02HB49125	$ 49,031.00	Y	F
2002	VAN - 12 PASSENGER		FORD	E456	1FDXE45F92HB49124	$ 49,031.00	Y	F
2002	VAN - 12 PASSENGER		FORD	E456	1FDXE45F22HB49126	$ 49,031.00	Y	F
2002	VAN - 12 PASSENGER		FORD	E456	1FDXE45F62HB49128	$ 49,031.00	Y	F
2002	VAN - 12 PASSENGER		FORD	E456	1FDXE45F42HB49127	$ 49,031.00	Y	F
2002	VAN - 12 PASSENGER		FORD	E456	1FDXE45F72HB53091	$ 49,031.00	Y	F
2003	MINI BUS		FORD	E45C	1FDWE45F33HA48139	$ 49,963.00	Y	F
2003	MINI BUS		FORD	E45C	1FDWE45F73HA49794	$ 49,963.00	Y	F
2003	MINI BUS		FORD	E45C	1FDWE45F93HA49795	$ 49,963.00	Y	F
2003	MINI BUS		FORD	E45C	1FDWE45F13HA68597	$ 49,963.00	Y	F
2003	MINI BUS		FORD	E45C	1FDWE45F33HA68598	$ 49,963.00	Y	F
2004	MINI BUS W/LIFT	#378	FORD	E456	1FDXE45P34HA86811	$ 49,946.00	Y	G
2004	MINI BUS W/LIFT	#375	FORD	E456	1FDXE45P14HA86810	$ 49,946.00	Y	G

2004	MINI BUS W/LIFT #377	FORD	E456	1FDXE45P74HA86813	$ 49,946.00	Y	G
2004	MINI BUS W/LIFT #374	FORD	E456	1FDXE45P34HA86808	$ 49,946.00	Y	G
2004	MINI BUS W/LIFT #373	FORD	E456	1FDXE45P54HA86809	$ 49,946.00	Y	G
2004	MINI BUS W/LIFT #376	FORD	E456	1FDXE45P54HA86812	$ 49,946.00	Y	G
2008	PARATRANSIT BUS #379	FORD	E35C	1FD3E35S88DA16134	$ 52,470.67	N	N
2008	PARATRANSIT BUS #380	FORD	E35C	1FD3E35SX8DA16135	$ 52,470.67	N	N
2009	PARATRANSIT BUS - 20 PASSENGER	FORD	E45F	1FD4E45S88DB61359	$ 61,611.00	N	N
2009	PARATRANSIT BUS #910	FORD/SUPREME-STARTRANS	E45F	1FDFE45P39DA72529	$ 63,624.00	Y	N
2009	PARATRANSIT BUS #911	FORD/SUPREME - STARTRANS	E45F	1FDFE45PX9DA72530	$ 63,624.00	Y	N
2009	PARATRANSIT BUS #912	FORD/SUPREME - STARTRANS	E45F	1FDFE45P19DA72531	$ 63,624.00	Y	N
2009	PARATRANSIT BUS #904	FORD/SUPREME - STARTRANS	E45F	1FDFE45P29DA72523	$ 61,164.00	Y	N
2009	PARATRANSIT BUS #902	FORD/SUPREME - STARTRANS	E45F	1FDFE45P99DA72521	$ 61,164.00	Y	N
2009	PARATRANSIT BUS #900	FORD/SUPREME - STARTRANS	E45F	1FDFE45P09DA72519	$ 61,164.00	Y	N
2009	PARATRANSIT BUS #905	FORD/SUPREME - STARTRANS	E45F	1FDFE45P49DA72524	$ 61,164.00	Y	N
2009	PARATRANSIT BUS #903	FORD/SUPREME - STARTRANS	E45F	1FDFE45P09DA72522	$ 61,164.00	Y	N
2009	PARATRANSIT BUS #907	FORD/SUPREME - STARTRANS	E45F	1FDFE45P89DA72526	$ 61,164.00	Y	N
2009	PARATRANSIT BUS #901	FORD/SUPREME - STARTRANS	E45F	1FDFE45P79DA72520	$ 61,164.00	Y	N
2009	PARATRANSIT BUS #909	FORD/SUPREME - STARTRANS	E45F	1FDFE45P19DA72528	$ 61,164.00	Y	N
2009	PARATRANSIT BUS #908	FORD/SUPREME - STARTRANS	E45F	1FDFE45PX9DA72527	$ 61,164.00	Y	N
200	PARATRANSIT BUS #906	FORD/SUPREME -	E45F	1FDFE45P69DA72525	$ 61,164.00	Y	N

9			STARTRANS					
Complementary ADA Paratransit Services - Meriden Area								
2008	PARATRANSIT BUS	#384	FORD	S34N	1FTSS34S68DA16126	$ 44,162.67	Y	N
2008	PARATRANSIT BUS	#382	FORD	S34N	1FTSS34S28DA16124	$ 44,162.67	Y	N
2008	PARATRANSIT BUS	#385	FORD	S34N	1FTSS34S88DA16127	$ 44,162.67	Y	N
2008	PARATRANSIT BUS	#386	FORD	S34N	1FTSS34SX8DA16128	$ 44,162.67	Y	N
2008	PARATRANSIT BUS	#383	FORD	S34N	1FTSS34S48DA16125	$ 44,162.67	Y	N
Complementary ADA Paratransit Services - Wallingford Area								
2008	PARATRANSIT BUS	#387	FORD	S34N	1FTSS34S18DA16129	$ 44,162.67	Y	N
2008	PARATRANSIT BUS	#381	FORD	S34N	1FTSS34S08DA16123	$ 44,162.64	Y	N
Commuter Express Bus Service								
2010	TRANSIT BUS - 45 FT	#A89	MCI	D4500	1M8PDMEA3AP059436	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A90	MCI	D4500	1M8PDMEA5AP059437	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A88	MCI	D4500	1M8PDMEA1AP059435	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A91	MCI	D4500	1M8PDMEA7AP059438	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A81	MCI	D4500	1M8PDMEA4AP059428	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A82	MCI	D4500	1M8PDMEA6AP059429	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A80	MCI	D4500	1M8PDMEA2AP059427	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A84	MCI	D4500	1M8PDMEA4AP059431	$521,999.88	Y	N
2010	TRANSTI BUS - 45 FT	#A83	MCI	D4500	1M8PDMEA2AP059430	$521,999.8	Y	N

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2010	TRANSIT BUS - 45 FT	#A72	MCI	D4500	1M8PDMEA3AP059419	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A71	MCI	D4500	1M8PDMEA1AP059418	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A73	MCI	D4500	1M8PDMEAXAP059420	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A74	MCI	D4500	1M8PDMEA1AP059421	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A76	MCI	D4500	1M8PDMEA5AP059423	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A75	MCI	D4500	1M8PDMEA3AP059422	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A79	MCI	D4500	1M8PDMEA0AP059426	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A78	MCI	D4500	1M8PDMEA9AP059425	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A77	MCI	D4500	1M8PDMEA7AP059424	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A85	MCI	D4500	1M8PDMEA6AP059432	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A86	MCI	D4500	1M8PDMEA8AP059433	$521,999.88	Y	N
2010	TRANSIT BUS - 45 FT	#A87	MCI	D4500	1M8PDMEAXAP059434	$521,999.88	Y	N

Instructions for completing the "Total Annual Expense Worksheet" and the "Cost Proposal Forms"

General Instructions - Proposers must complete the two-page "Total Annual Expense Worksheet" for each individual service or combined service they desire to offer prices on.

For example, if the Proposer wishes to bid on the Waterbury Fixed-Route service and the Meriden Fixed-Route service separately, the Proposer must complete one Expense Worksheet for each service. Enter the totals from each sheet onto the appropriate Total Annual Project Expense column on the top half of Form #2.

If, in addition, the Proposer wishes to offer a price for the combined Waterbury and Meriden services, fill out a third Expense Worksheet for the combined service. Then, using the lower half of Form #2, enter "Combined Waterbury and Meriden" in the left-hand column and the total from the combined Worksheet in the Total column on the lower half of Form #2.

The Proposer should similarly fill out Worksheets for each individual service or combination, but should only use one Cost Proposal Form sheet for each service type. So if the Proposer is only offering on Commuter Express service put all the individual and grouped expense totals onto a single copy of Form #1.

If the proposer is offering prices for many combinations, please place those costs on a duplicate copy of the particular Cost Proposal Form.

Special Notes – Proposers offering prices for Commuter Express services on Form #1 should develop separate Worksheets: one for services that would use state-supplied coaches, a second for services that would use contractor-supplied coaches, and insert those totals into the appropriate column on Form #1.

On Form #3, column A, the state will supply the estimated number of hours currently being provided for the paratransit service in each area. Proposers should place the Total Expenses from the Worksheet into Column B for Total Annual Expense on the Form. That will allow the Proposer to calculate the cost per service hour for the base number of hours in column C. The Proposer must also complete column D on Form #3 offering a price for any service hours in excess of the base number of hours in column A. Since the paratransit services have a higher growth rate than the other services, in the event more hours are required, the state would like to have a posted price for those additional hours, assuming that since fixed costs remain fairly constant, the hourly rate for additional hours may be somewhat lower. If the Proposer is offering a price for a combined paratransit service, the Proposer should add the two or three service hour estimates from each of the individual services onto Column A for a combined total of service hours.

On Form #4, any Proposer wishing to offer a price for a combined fixed-route and paratransit

service area may do so by combining the total expenses from the Worksheet prepared for that combination and placing the Total into Column A. Then the Proposer should also offer a price for incremental service hours for additional paratransit service as explained above in the Form #3 notes.

Submission – The Cost Proposal submission will be made up of:

- Worksheets developed for each individual and combined service offered on any or all of the four forms.
- Any Cost Proposal Form that has a price offer on it.
- The certification form found at the end of this section certifying the Proposer's offer. Only one certification form need be submitted no matter how many individual and combined services are proposed.

TOTAL ANNUAL EXPENSE WORKSHEET – Page 1 of 2

Complete a separate Worksheet for each service area and service type being proposed.

Proposer Name:

Service Area:

Service Type:

LABOR	
Driver Wages	
Driver Fringes	
Mechanic Wages	
Mechanic Fringes	
Administration Salaries	
Administration Fringes	
Administration Other (please explain)	
Other Wages	
Other Fringes	
Other (please explain)	
TOTAL LABOR EXPENSE	

INSURANCE	
Workers' Compensation	
General Liability	
Facility	
Automotive for non-state-owned	
Vehicles	
Health Insurance	
Other (please explain)	
TOTAL INSURANCE EXPENSE	

TOTAL ANNUAL EXPENSE WORKSHEET – Page 2 of 2

FUEL & MAINTENANCE	
Fuel _____ gallons/month at $_____ / gallon	
Lubricants	
Tires	
Brakes	
Bus Parts & Repair	
Cleaning Supplies	
TOTAL FUEL & MAINTENANCE EXPENSE	

FACILITY	
Rent/Lease	
Utilities	
Call Center	
TOTAL FACILITY EXPENSE	

VEHICLE	
Capital Depreciation	
TOTAL VEHICLE EXPENSE	

TOTAL PROJECT EXPENSE	

Notes:
(1) Transfer Total Project Expense to the appropriate COST PROPOSAL FORM for the service area and type.
(2) Prepare this form separately for each service area and service type on which the proposer is proposing.
(3) Also prepare this form for any combination of services on which the proposer is bidding.
(4) Vehicle Expense is only valid for Commuter Express proposals using contractor supplied equipment.

Cost Proposal Form #1 - Commuter Express Services

Proposer Name:

Single Commuter Express Service	A	B
	Total Annual Expense Using State-Owned Equipment	Total Annual Project Expense Using Contractor Owned Equipment
Vernon		
Willimantic		
New Haven		
Old Saybrook		
Bristol		
Cheshire		
Torrington/Winsted		

Combination Package - Propose a combination price on any package of routes in order to provide cost efficiencies to the taxpayers.

Combined Commuter Express Service Package	Total Annual Expense Using State-Owned Equipment	Total Annual Project Expense Using Contractor Owned Equipment
Example: Bristol and Torrington/Winsted Routes as a Package	----------	----------

Notes: Proposer is not required to submit a price "Using Contractor Supplied Equipment" if the Proposer is not able to provide the equipment.

COST PROPOSAL FORM #2 –
Fixed Route Services

Proposer Name:

A

Individual Fixed Route Services	Total Annual Project Expense
Waterbury	
New Britain/Bristol/Plainville	
Meriden	
Wallingford	
New Haven to Madison (S-Route)	
New Britain to Hartford (Route 41)	

Combination Package - Propose a combination price on a package of routes in order to provide cost efficiencies to the taxpayers.

Combined Fixed Route Services Packages	Total Annual Project Expense
Example: New Britain/Bristol/Plainville and New Britain to Hartford (Route 41) Routes as a Package	----------

COST PROPOSAL FORM #3 - Paratransit Services

Proposer Name:

	A	B	C	D
Individual Paratransit Services	Service Hour Estimate	Total Annual Project Expense	Cost per Hour for Service Hour Range (C=B/A)	Cost per Service Hour for Hours in Excess of A
Meriden				
Wallingford				
Waterbury				

Combination Package - Propose a combination price on a package of routes in order to provide cost efficiencies to the taxpayers.

	A	B	C	D
Combined Paratransit Packages	Service Hour Estimate for Combined Services	Total Annual Project Expense	Cost per Hour for Service Hour Range (C=B/A)	Cost per Service Hour for Hours in Excess of A
Example: Meriden and Wallingford as a Package	-----	-----	-----	-----

COST PROPOSAL FORM #4 -
Fixed Route and Paratransit Services (Combined)

Proposer Name:

Combination Package - Propose a combination price on a package of fixed-route and paratransit services in order to provide cost efficiencies to the taxpayers.

	A	B
Fixed Route & Paratransit Combination Package	Total Annual Project Expense - Fixed Route & Paratransit Combined	Cost per Service Hour for Paratransit Hours in Excess of Estimated Service Hours of Combined Paratransit Systems
Example: Meriden and Wallingford Fixed-Route and Paratransit Combined	-----	-----

Certification of Cost Proposals

This certification must accompany the package of Cost Proposal Forms submitted.

The proposer hereby affirms that this proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named. The proposer certifies that the proposed total expenses and hourly rates have been derived after careful and thorough examination of the RFP for Operation and Management of Fixed Route, Commuter Express, and ADA Paratransit Services. The State may request a detailed cost breakdown for each of the contract years which includes the methodology and all of the assumptions used to arrive at the proposed compensation

_____ _____

Authorized Signature Date

Attachment D – Scope of Work by Service Type and Service Area

1. Fixed Route

    A. New Britain/Bristol/Plainville
    B Waterbury
    C. Meriden
    D. Wallingford
    E. New Haven to Madison (S-Route)
    F. New Britain to Hartford 41-Route

2. Paratransit Services

    G. Waterbury
    H. Meriden
    I.Wallingford

3. Commuter Express Services

    J. Torrington/Winsted to Hartford
    K. Bristol to Hartford
    L. Cheshire to Hartford
    M.Old Saybrook to Hartford
    N. New Haven to Hartford
    O. Willimantic to Hartford
    P. Vernon to Hartford

Attachment D – Scope of Work - Fixed Route

1. Scope of Work – Fixed Route

The Contractor will operate and manage fixed route transit service in the areas specified in a manner acceptable to the State (alternatively referred to as CTDOT) and in strict compliance with this Scope of Work, and with the requirements set forth herein. This contract will be with a single operator for each Service Area, who will have the responsibilities for management, information center operation, vehicle maintenance, facility maintenance and operational functions.

As set out more fully in later sections of this Scope of Work, the Contractor's responsibilities will include the hiring and training of adequate personnel for the operation, maintenance, scheduling and dispatching of state-owned vehicles. The Contractor will also be responsible for assisting in the development and maintenance of policy direction and standards for the day-to-day administration of services provided for under this scope of work.

The Contractor selected to provide this service must be able to demonstrate its ability to provide high-quality performance of all tasks related to the operation of these services. The Contractor must ensure that safe, reliable, and courteous service is provided. The Contractor must demonstrate that they can meet the service standards throughout the term of the contract and must also demonstrate their ability to comply with the documentation and reporting requirements listed herein.

ADA Paratransit and fixed route transit services are being bid as separate services. The Contractor will be expected to work closely and cooperatively with the Paratransit service Contractor in their region. Paratransit service delivery parameters are described in Attachment D, Section II. Scope of Work – Paratransit Services.

A. General Responsibilities of the Connecticut Department of Transportation (CTDOT)

CTDOT will establish policies and procedures for the provision of this service. CTDOT will have management oversight of this contract and provide a fleet of vehicles and other equipment to meet the needs of the program. During the term of this agreement, CTDOT will:

1. Provide transit vehicles as detailed in RFP Attachment B - Inventories of Facilities and Equipment to be Provided by State;
2. Provide a farebox and revenue collection system as indicated in Attachment B to the RFP;
3. Audit Contractor's invoices prior to reimbursement

The Contractor agrees that any state-supplied equipment will not be used for any purpose other than that required for operating and maintaining the activities associated with CTDOT's

contract.

B. General Responsibilities of the Contractor

The Contractor shall provide fixed route transit service as described in this Scope of Work in a safe, efficient and economical manner. The Contractor shall coordinate, manage, provide for, and control all activities needed to operate those services and shall provide project management. Customer service, on-time performance and safety are critical to the successful operations of this program. The Contractor must meet the minimum staffing requirements and is expected to provide staff with the necessary qualifications to supervise and train employees, administer policies and procedures, and be responsive to the unexpected situations that can arise. The Contractor shall take all steps necessary to ensure the safety and reasonable comfort and convenience of the public utilizing the service. The Contractor shall provide for full and competent technical services to handle and correct any and all problems that arise associated with the operation of the service provided under this Scope of Work.

Unless otherwise directed by CTDOT, the Contractor will be responsible for providing the following services and resources, as described herein and as may be modified by CTDOT from time to time:

1. Management of all operations, maintenance, and central office administrative functions.

2. Establishing and utilizing an operations/maintenance facility in accordance with all requirements.

3. Establishing and managing a customer information function.

4. Maintaining the security of state-owned equipment and Contractor personnel.

5. Maintaining accurate and timely inventories of all State owned equipment.

6. Providing financial management, including budget preparation and control, cash flow, disbursements, collections, payroll, invoicing, internal auditing, and fare analyses.

7. Gathering, maintaining, and providing operating reports, daily cash fare reconciliation, documentation outlining activities, performance and statistical data in accordance with all requirements.

8. Procuring required insurance policies for coverage of any non state-owned vehicles and facilities, as well as workers' compensation, health insurance, and other insurances that may be required by labor contracts, agreements, or state and federal law.

9. Coordinating claims investigation and management with the insurance agent for the State of Connecticut.

10. Management of all aspects of human resources required to provide transit service and the requisite labor management, including labor negotiations. Employee training in sensitivity, safety programs, customer service training, and any other required training. Complying with all applicable Drug and Alcohol Testing requirements for all safety sensitive employees.

11. Repairing and maintaining buses and equipment owned by CTDOT in conformance with all Federal and State requirements, including the submission of maintenance reports required by the Department. Purchasing and maintaining vehicle parts inventories. Complying with vehicle manufacturer warranties and filing of any warranty claims.

12. Scheduling and run cutting to conserve revenue hours and fuel expense and to promote increased productivity, as measured in passengers per revenue hour.

13. Dispatching.

14. Responding promptly and precisely to CTDOT staff requests for information. Maintaining written and verbal communication with CTDOT to the satisfaction of CTDOT's staff.

15. Cooperating in short range transit planning and other transit studies with CTDOT and regional planning agency staff.

16. Attending regularly scheduled and special meetings with CTDOT staff or at the request of CTDOT.

17. Public relations.

18. Assisting in the preparation of specifications for the procurement of capital equipment.

19. Procuring certain rolling stock and capital equipment, as may be authorized by CTDOT, in accordance with all applicable State and Federal requirements.

20. Implementing a complaint procedure which meets CTDOT's requirements.

21. Developing and implementing methods to maximize service effectiveness and efficiency.

22. Arranging for and participating in public hearings relative to bus fare adjustments and significant service refinements.

23. Generating Title VI load factor analysis reports.

24. Conducting all necessary surveys and preparing and submitting reporting for National Transit Database.

25. Subcontracting of services as required in conformance with State and Federal requirements for subcontractor selection.

26. Providing 24 hour management availability in case of emergency.

27. Sale of fare media. In Waterbury, this will include sale of tickets and passes at the Waterbury Transit Center.

28. Other functions reasonably required in day-to-day operation of the State-owned CTTransit system.

C. General Service Information

1. **Service Areas** - Maps of the service areas are available with the RFP on the DAS website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

2. **Days and Hours of Service**

Service Area	Weekday	Saturday	Sunday
Waterbury	5:45 am – 6:25 pm	5:30 am - 6:25 pm	9:10 am - 5:20 pm
New Britain	5:30 am – 10:35 pm	6:00 am - 10:35 pm	No Service
Bristol	7:15 am – 5:50 pm	9:00 am - 5:00 pm	No Service
Meriden	6:15 am - 6:00 pm	9:40 am - 5:30 pm	No Service
Wallingford	9:00 am - 4:35 pm	No Service	No Service
#41 Route	5:10 am - 7:22 pm	6:45 am - 6:56 pm	No Service
S-Route	5:40 am - 7:15 pm	No Service	No Service

D. Scheduling and Dispatching

The Contractor must have the capacity to schedule and dispatch the vehicles required for the service, and must provide a description of their scheduling and dispatching system with their response to this RFP. The Contractor must ensure that adequate phone coverage is provided to all clients during the operational day and that dispatching staff is available to address real-time operational questions from customers, other operational staff or CTDOT.

CTDOT will supply computer equipment as indicated in Attachment B to the RFP.

E. Vehicles

CTDOT will provide the vehicles necessary for the operation of the service. The Contractor must be prepared to maintain the vehicles listed in Attachment B for revenue service as well as any future equipment assigned to the Service Area.

The Contractor is required to maintain, fuel, and repair all revenue vehicles as well as support vehicles and equipment necessary for the performance of the contract. All vehicles shall be housed in a secured location at the Contractor's facility. All of the transit buses being provided initially are equipped with lifts or ramps for wheelchair accessibility and are diesel powered. Within the term of any agreement arising out of the RFP process, up to 17 buses in the Waterbury system will be replaced with diesel-electric hybrid vehicles. Training will be provided by the vehicle manufacturer, but the contractor must be prepared to also maintain all the power systems on these hybrid buses.

Fuel (diesel and gasoline) is a Contractor expense. CTDOT will be responsible for vehicle registration, licensing any state-mandated inspection costs. A description of existing state-owned vehicles is included in Attachment B, Inventories of Vehicles and Equipment Provided by the State.

The Contractor must provide adequate and appropriate shop equipment and special tools as necessary to perform the necessary maintenance tasks for the vehicle fleet, unless such equipment is otherwise provided by CTDOT.

The Contractor is required to acquire and maintain a parts inventory adequate for the type and number of vehicles in the fleet.

To ensure that vehicles are maintained in proper working order, the Contractor is required to utilize the following maintenance procedures:

1. Pre-Trip Inspections

The Contractor is required to conduct a pre-trip inspection for each vehicle prior to its use in service each day. This pre-trip inspection will include: a visual inspection of the vehicle's interior and exterior, and should include cycling of the lift or ramp as appropriate.

The results of the pre-trip inspection are to be documented on a "Pre-Trip Inspection Form," which is to be maintained by the Contractor. Any vehicle which fails the pre-trip inspection is to be removed from service. Pre-trip inspection forms will be retained by the Contractor for at least one (1) year from the date of inspection.

2. Preventive and Regular Maintenance

The Contractor will have responsibility to establish and maintain a comprehensive vehicle maintenance program to perform maintenance on all revenue vehicles used under this contract. All maintenance and repairs of vehicles shall be in accordance with specified manufacturers' recommendations and warranties. The Contractor shall conduct all preventive maintenance in accordance with CTDOT's Preventive Maintenance Policy. All Contractor maintenance activities are subject to audit by CTDOT.

Revenue vehicles will not be operated with any visible body damage or defects that make them unsafe to operate. The contractor will make necessary repairs, adjustments, or additions prior to placing any revenue vehicle in service. The Contractor is to use quality materials (OEM (original equipment manufacturers) or equivalent) when doing any repairs to the vehicles.

Fluids, additives, oil, lubricants, refrigerants and hardware (nuts, bolts, springs, bulbs, etc.) are vehicle-related costs and shall be supplied by Contractor. The lubricants used shall meet or exceed the standards recommended by the vehicle manufacturer.

The Contractor will maintain vehicles and schedule maintenance activities to assure that the maximum number of vehicles is available for revenue service during peak hours. The Contractor will not remove vehicles from revenue service during peak periods except to conduct emergency repairs, and will minimize the amount of time needed to conduct preventive maintenance. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles shall be available for service during the service day.

The Contractor will be required to perform all preventive maintenance, light-duty repairs, and running repairs.

All preventive maintenance and light duty repair of vehicles will be completed, including the routine replacement of components, within the Contract price, and to the manufacturer's specifications and standards:

The Contractor shall be responsible for competitively procuring all major maintenance work that cannot be conducted in-house according to CTDOT's procurement policies and procedures.

All vehicle body and/or collision damage must be professionally repaired, restoring the vehicle to pre-damage condition. In case of major body damage, CTDOT and the Contractor shall establish a repair schedule.

The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle. Heating, ventilation, and air conditioning systems (HVAC) shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times during all revenue service hours. Contractor shall maintain all components of the air conditioning systems in an operable condition throughout the entire year.

Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers which are worn or otherwise damaged and cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced.

Wheelchair securement devices should be cleaned at least once (1) a month. No vehicle shall enter revenue service without a full set of wheelchair securements for every wheelchair position.

Upon completion or termination of this agreement for any reason, Contractor shall return vehicles and all other State provided equipment to CTDOT with no deferred maintenance or damage, less reasonable wear-and-tear as determined by CTDOT.

A permanent file shall be kept by the Contractor for each revenue vehicle. This file shall include: driver inspection reports, which must be kept for one (1) year, vehicle maintenance inspection reports; pre-trip inspection reports which must be kept for one (1) year; and Preventive Maintenance Reports.

The Contractor is required to maintain written documentation of the date, mileage, VIN, plate numbers, and vehicle number, when the preventive maintenance was conducted, and any repairs that were made. Such documentation will be retained by the Contractor for the duration of the Contract at which point such documentation shall be returned to CTDOT or its designee. In addition, the Contractor is required to maintain a current vehicle database containing the following information:

- Make
- Model and year
- Vehicle identification number (VIN)/serial number
- License and number
- Date received
- Vehicle repairs and mileage on date of repair

- "Preventive Maintenance Inspection" reports
- Work orders

A Preventive Maintenance Inspection (PMI) shall be performed on each state-owned vehicle at intervals recommended by the vehicle manufacturer. The mileage interval should be observed and CTDOT will allow the Contractor to perform the maintenance within 300 miles of this threshold and be considered timely.

All work performed during each inspection must be reported and documented. If a vehicle has not met preventive maintenance standards, it shall be removed from service and may be subject to penalty at the discretion of CTDOT.

All wheelchair lift- or ramp-related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational and safe whenever the vehicle is in revenue service. At a minimum, the wheelchair lift or ramp shall be cycled daily. At a minimum of every 3,000 miles, the lift shall be cleaned thoroughly and inspected by the maintenance department.

Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system. The Contractor shall maintain brake systems so as to minimize brake noise. Brakes shall be inspected every 3,000 miles. No vehicle which has had a brake problem reported shall be placed into revenue service until such braking system has been inspected, and if necessary repaired, by qualified maintenance staff. CTDOT reserves the right to periodically inspect vehicles and vehicle files.

The Contractor shall be responsible for the conduct of all warranty work on State vehicles assigned to Contractor and the administration of all warranty paperwork with manufacturer. The Contractor shall obtain manufacturer authorization to perform warranty maintenance or shall transport vehicles at Contractor's cost to an authorized warranty service provider.

3. Vehicle Inspections

CTDOT, the Federal Transit Administration (FTA), and any other governmental entity with regulatory control over the program services may conduct periodic inspections of vehicles in use for this program.

The CTDOT project manager or designee, may conduct announced and unannounced inspections of the vehicles at any time either at the Contractor's location or while the vehicle is in service. Inspections will not interfere with service obligations but may be conducted with or without notification.

Any vehicle that does not meet the required standards will be immediately removed from service, until such time as necessary corrective actions are taken. Such removals will not relieve the Contractor from any responsibilities of this contract. Any vehicle pulled from service must be re-inspected by CTDOT or a designee before being placed back into service.

4. Vehicle Fueling

The Contractor shall be responsible for purchasing fuel at its sole cost and expense. The Contractor shall be responsible for accepting fuel deliveries, verification of deposits, verifying usage at its facility, and providing safe storage of fuel; and, will assume any and all liabilities pertaining to fuel including but not limited to spills or leakage and Department of Environmental Protection or Environmental Protection Agency violations.

The Contractor must explain in detail the proposed fueling location and state its understanding of responsibilities and liabilities. In any instance that the Contractor fuels a State vehicle, an accurate accounting of fuel consumption must be maintained and submitted to CTDOT with the monthly billing invoice. Contractor must explain the methodology they will utilize for accounting for actual fuel consumption, verification of fuel deposits, and fuel delivery.

5. Vehicle Breakdowns

If a vehicle breaks down in service, the Contractor shall dispatch a back-up vehicle to the site of the breakdown. The back-up vehicle shall be dispatched and placed in route within a reasonable time of notification of the breakdown. Any roadcalls or failures shall be properly recorded so they can be reported in any National Transit Database reports or in response to any inquiries from CTDOT.

6. Vehicle Cleaning

The Contractor is responsible for ensuring that vehicles are cleaned regularly and have exteriors which are free from grime, cracks, breaks, dents and damaged paint which noticeably detract from the overall appearance of the vehicle. In addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges. The Contractor must comply with regulations prohibiting smoking on public transit vehicles, and the Contractor must ensure that no open food or beverages are permitted on board vehicles.

Vehicle interiors will be swept or vacuumed daily to remove all dirt and debris. Mopping will be carried out as necessary. Interior daily vehicle cleaning will, at a minimum, consist of the following:

- Cleaning the inside of all windows;
- Dusting seats, dash board, etc.;
- Sweeping and washing all floor areas if necessary; and
- Removing trash; and ensuring schedule and information postings are up to date.

At least every two (2) weeks, the interior of the vehicle will be completely cleaned. This will include, at a minimum:

- Washing of the vehicle ceilings, side walls, windows;
- Cleaning of the vehicle seats; and
- Mopping of the vehicle floor.

At least every two weeks, vehicle wheels and hubs shall be cleaned and brought to as-new condition. This may require special treatment. Vehicle wheels and hubs shall be cleaned regularly as part of the exterior vehicle cleaning.

Vehicle exteriors will be washed and scrubbed at least twice weekly in order to maintain the State's standards for vehicle appearance. The Contractor must identify an area on the facility grounds and describe the process that will be followed to wash the exterior of the fleet of vehicles.

All components of the vehicle body, accessories, and frame will be maintained sound and undamaged while in revenue service.

All vehicles will undergo insect extermination as necessary to eliminate the presence of insects. The extermination process will be applied while vehicles are out of service. Vehicles will not be placed in revenue service while any noxious fumes or detectable odors remain in the vehicle.

F. Contractor Provided Facility and Equipment

The Contractor is responsible for ensuring the availability of a secure facility for centralized operations. This facility will be utilized for the provision of services and the storage of vehicles. This facility must be available for occupancy fifteen days prior to the start of service.

The Contractor must provide a facility capable of housing administrative and operations office space, vehicle maintenance and storage (indoor or outdoor) facility. The facility proposed should be able to comfortably house the current operation.

The Contractor will provide a communications system for all revenue vehicles and supervisory vehicles. The contractor must provide a description of their proposed system with their response to this RFP.

The Contractor is responsible for providing space to house any CTDOT owned computer software and hardware equipment to be used for the provision of services. The Contractor will be responsible for all paper products and supplies, office equipment, facsimile machines to meet the Contractor's business needs in operating the service, unless otherwise provided by CTDOT.

Except as otherwise provided by the state, all furnishings, non-computer equipment, and supplies required in connection with the facility are the responsibility of the Contractor. If any damage occurs to the facility or to equipment supplied by CTDOT, the Contractor must replace the damaged item(s) with comparable or better level of facilities or equipment. The Contractor's facility must comply with all state, federal and local safety requirements and laws. The Contractor's facility must also comply with all accessibility features as described in the Americans with Disabilities Act (ADA) and state uniform building codes.

G. Customer Information System

The Contractor will be responsible for the operation of a fully functioning information center with staffing proportionally sized for the service areas. The passenger's first point of contact with the service is often the information center, and CTDOT expects this group to present a polished and professional image at all times. The contractor must provide a description of their proposed system with their response to this RFP.

H. Fares

The Contractor will be responsible for collecting, handling and reporting passenger fares. All cash fares are to be collected by the Contractor, deposited and reconciled on a daily basis. CTDOT reserves the right to observe and audit the fare collection and fare handling procedures of the Contractor at any time during the term of this contract. The Contractor will be responsible for any monetary discrepancies between the fares collected and the revenues tabulated. CTDOT provides a fare collection system.

The fare will be established by CTDOT. The fare may be paid in cash, by pre-purchased ticket or by purchasing certain passes on-board the vehicle. In Waterbury, the sale of fare media will include sale of tickets and passes at the Waterbury Transit Center and sale of tickets and passes at Stop and Shop stores in the area.

If a passenger does not provide the appropriate fare, the driver is required to notify the dispatcher, who will determine in coordination with the appropriate manager whether or not the passenger is to be transported.

Attachment D – Scope of Work - Fixed Route

I. Personnel "Minimum" Requirements

The Contractor shall provide CTDOT with a Management Structure and Staffing Plan that clearly identifies the manner in which it will satisfy the obligations set forth in this Scope of Work. The Staffing Plan should be appropriate to the size and scope of the services being proposed. The Plan must also detail the management structure proposed and describe how the management team fits within, and reports to, the overall corporate structure.

The Contractor will recruit qualified personnel capable of performing the services required under this contract. The Contractor will be responsible for the payment of all employee wages and benefits.

The Contractor will train personnel so as to ensure that all service is provided in a safe, courteous manner and that adequate supervision is available to ensure service quality. All personnel will maintain a professional, courteous attitude toward passengers, including answering to the best of their ability all passengers' questions. All personnel must be employees of the Contractor, which will be responsible for their hiring, training and supervision. The Contractor must maintain all records of its employees for inspection as CTDOT may require.

CTDOT must be notified prior to any contemplated changes to key personnel between the time of the Staffing Plan and the award of the service contract. In addition, subsequent to award, CTDOT's project manager must be notified prior to any contemplated changes to key personnel specified in the Staffing Plan and must provide written approval of changes to key personnel prior to the action being taken.

The Contractor will afford a priority in hiring to employees of the preceding service provider of CTDOT's services. Such a priority shall not require the hiring of any such employee if the Contractor determines that the employee is not qualified for the position (under the terms of the Contractor's employment standards and personnel policies, or the Contractor determines that the employee should not be hired because of past employment history (such as documented disciplinary actions, habitual absenteeism, etc.). The priority in hiring will not extend to any individual who was dismissed from his or her employment for cause, or apply to any employee failing to serve with the current contractor until the last day of service prior to any transition.

The Contractor will fully comply with the Federal Transit Administration's (FTA) requirements relating to the testing of employees who perform safety-sensitive functions as set forth in Parts 40 & 655 of Title 49 of the Code of Federal Regulations (C.F.R.). The Contractor shall agree to participate in the Drug and Alcohol Testing Consortium.

CTDOT reserves the right to require the Contractor to immediately remove an employee from

service for any of, but not limited to, the following reasons:

- Committing any inappropriate act.
- Committing any unsafe act while driving a State vehicle.
- Revocation or non-renewal of a valid Connecticut driver's license.
- Distributing any unauthorized materials while "on the clock."
- Soliciting or accepting a gratuity from a passenger.
- Failure to notify the Contractor of an arrest or conviction of a criminal offense of a Class A or Class B misdemeanor or felony; or placement on probation or deferred adjudication for the same.
- Incurring excessive customer complaints due to discourtesy, rudeness, use of profanity, or any other act deemed unacceptable.

The Contractor will establish personnel and compensation plans that are designed to encourage retention and longevity and minimize employee turnover. Such plans shall include employee incentives and rewards, and provide fair and reasonable wage and benefit packages for employees.

The Contractor's Personnel Program and/or Employee Training Program shall incorporate all the requirements of this Scope of Work. The Contractor will be in breach of the contract, and subject to termination for default should any personnel not meeting the requirements of the Staffing and Personnel Programs be employed by the Contractor for the purpose of performing duties pursuant to the Contract.

Staffing functions described in the Staffing Plan must include covering the responsibilities for the types of job functions described below. The Contractor shall proved detail in its submittal to the RFP that shows how they intend to meet the responsibilities within the context of each of the service areas for which they are proposing.

1. General Manager

The Contractor must have a designated person assigned to the responsibilities of a General Manager, responsible for all aspects of the operation and who will serve as the senior management presence and supervise the day-to-day operation of the service, as well as the management of the project's accounts and operating and financial records. The General Manager must have full authority to independently make decisions required for safe and efficient operations. The General Manager will report to CTDOT in such a manner as the state shall specify.

The General Manager must know and understand all federal, state and local requirements, including the Americans with Disabilities Act (ADA), 49 C.F.R., Section 37 and 38.

2. Manager of Operations or Equivalent

The Contractor shall designate a person to effectively manage the day-to-day functioning of the service including field operations as well as scheduling and dispatch functions.

3. Vehicle Maintenance Manager or Equivalent

The contractor shall designate a person with full knowledge and extensive experience in engine repair, automotive electrical, and air conditioning repair. The candidate should have prior experience in transit maintenance. This person must be legally licensed to operate a bus in the State of Connecticut with a valid Class B Commercial Driver's License with proper "F" and "P" endorsements and must maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations.

4. Safety Manager or Equivalent

Contractor shall designate a candidate to serve as a Trainer/Safety Manager. The Safety Manager shall have sufficient skills to support, administer and monitor the Contractor's new driver training program. The Safety Manager will ensure that all operators have the appropriate licenses, medical cards and any other certification required to operate a vehicle in passenger service.

The Safety Manager will monitor accident trends and direct all retraining efforts. The Safety Manager will be responsible to produce monthly, quarterly and annual charts for:

- Preventable accidents per 100,000 miles,
- Preventable accidents by employee tenure, and
- Body damage repair costs.

5. Information Center Supervisor or Equivalent

The Contractor shall designate a candidate to manage the information center function.

6. Dispatching, Information Center, Scheduling

The Contractor will employ personnel in sufficient numbers and with an adequate mix of skills to dispatch vehicles and operate the communication system and the scheduling and dispatch system. The Contractor is required to have a trained dispatcher on duty, reachable by drivers on the road, by radio or telephone, during all hours of service operation at a centralized location. The Contractor will employ a sufficient number of dispatchers so as to ensure timely response to service interruptions and/or cancellations while maintaining continuous two way communication with all vehicles.

All information center personnel must be trained to serve the volume of telephone requests in a timely and sensitive manner, and to cover the telephone in a courteous manner throughout the operational day.

The Contractor must ensure that during the hours of operation, agents fluent in Spanish are available to communicate with passengers.

7. Road Supervisors

The Contractor must be able to provide on-road supervision to respond and take corrective action when necessary including: incidents, in-service failures, breakdowns, accidents and passenger incidents. The Contractor must have at least one person assigned to cover road supervisor whenever any vehicle is in revenue service.

8. Drivers.

The Contractor will provide as many properly qualified and trained drivers as are necessary for safe and efficient operation of the vehicles used in this service and must include necessary backup staff. All drivers must be employees of the Contractor. The Contractor will be responsible for the training and supervision of all drivers.

<u>Driver Requirements</u>
Prior to hiring or utilizing any driver for this service, the Contractor shall ensure that the driver has met the minimum requirements listed below:

a) Assure that drivers have a valid State of Connecticut Class B Commercial Driver's License with proper "F" and "P" endorsements, three years minimum driving experience and be at least 21 years of age. Each driver must undergo a commercial and personal driving record check with the Connecticut Registry of Motor Vehicles. At a minimum, any record from the Registry of Motor Vehicles that includes any of the following violations would necessitate special consideration before such an employee was hired or retained:

- Driving under the influence of alcohol or drugs / driving while intoxicated.
- Reckless driving/driving to endanger.
- Leaving the scene of an accident.
- Driving without a license and/or insurance.
- Driving with a suspended license.
- Any record with multiple or repeated violations (other than parking).

The Contractor must exercise discretion in determining the appropriateness of any driver whose report indicates any violation.

b) Comply with Federal Motor Carrier Safety Administration (FMCSA) guidelines to determine a driver's fitness to perform the necessary tasks associated with operating a State vehicle as specified in FMCSA 49 C.F.R. 391.41. Safety sensitive employees are subject to fitness examination as part of the pre-employment process. Medical fitness examinations must follow requirements set forth in 49 C.F.R. 391.41

c) The Contractor will comply with Connecticut General Statutes regarding Criminal Offender Record Information Checks. Any of the following offenses would necessitate a mandatory disqualification of contact with State passengers:

- Has been convicted of committing a felony constituting a crime, which involves the use of force or violence.
- Has been convicted of committing the crime of manufacturing, distributing or dispensing any controlled substances that are unlawful or the crime of possession of a controlled substance or the crime of possession with intent to manufacture, distribute or dispense a controlled substance.
- Has been convicted of committing the crime of rape, performing an unnatural act, sodomy, indecent assault or battery, or the crime of attempting any of the above offenses.
- Has been charged with committing any felony listed above and is either awaiting trial or has been defaulted by the court.
- Has been separated from a residential placement for less than six months.

d) Any of the following offenses would necessitate a discretionary qualification on the part of the Contractor:

- Has been convicted of committing a felony other than those described above.
- Has been convicted of committing a misdemeanor.
- Has been convicted more than once of committing any of the following misdemeanors: drunkenness, simple assault, affray, or disturbance of the peace.

For the purpose of this contract, a conviction includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest.

e) Drivers must pass a pre-employment physical and drug/alcohol test in accordance with U.S. Department of Transportation requirements. Drivers and all other employees performing safety-sensitive functions will satisfy the requirements of the Connecticut Department of Transportation, Drug and Alcohol Testing Consortium.

- Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the Contractor’s obligations relating to

the transportation of passengers with disabilities, including but not limited to, securing mobility devices within the vehicle.

f) All drivers must be able to speak and understand English, and drivers must be proficient in written English to successfully complete all paperwork required for this contract, including, but not limited to incident and accident reports.

g) All drivers must successfully complete all training requirements. They must know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training to ensure sensitivity to and safe transport of persons with disabilities.

h) Drivers must also be trained by the Contractor to be proficient in the following areas:

- The proper handling of assigned vehicles.
- The use of two-way communication system and any other inter-connective device, mechanism or software used to perform the contract.
- The securement and storage of mobility devices.
- The use of safety equipment on board the vehicle.

<u>Driver Responsibilities:</u>

The Contractor drivers will be responsible to perform the following duties and responsibilities:

i) Perform their duties with due regard for the safety, comfort, and convenience of passengers and their property.

j) Conduct a pre-operating inspection of the vehicle assigned to them before beginning service with the vehicle. Drivers are responsible for reporting any defects the vehicle may have to their supervisors.

k) Comply with all applicable Federal, State, and local laws, regulations and licensing requirements, including drug and alcohol testing.

l) While on duty, to wear a standardized uniform approved by CTDOT. All drivers must appear clean and neat and present a professional image.

m) Ensure that no smoking and/or drinking in vehicles is permitted by the passengers or drivers.

n) Drivers are prohibited from accepting gratuities or gifts of any kind, at any time, in connection with work on this contract.

o) Drivers are prohibited from playing AM/FM, tape or CD players, or any musical devices on board the vehicle at any time. Drivers are prohibited from smoking at all times while on board the vehicle and/or while assisting riders. Drivers shall not operate any personal electronics/communication device while inside the vehicle or while providing assistance to a passenger. In addition, drivers are prohibited from eating or drinking while a passenger is on board the vehicle.

p) No cell phones, blue tooth devices or any other yet invented personal communication device will be permitted unless the vehicle is parked with the transmission in "Park" and no passengers are on-board.

q) Drivers are required to notify their dispatcher of any incident involving either, the safety of a passenger, the misconduct of a passenger, the injury of a passenger, damage to a vehicle or any other unusual incident. Verbal notification via the two-way communication system required by this Scope of Work must take place immediately and a written report will be completed by the driver by the end of the work shift and submitted to CTDOT in accordance with all requirements outlined herein.

r) Drivers are prohibited from having social contact with any rider during all times they are engaged in the performance of service under this contract.

9. Vehicle Mechanics

The Contractor shall employ personnel in sufficient numbers and with an adequate mix of skills to maintain and service revenue vehicles on-site. The mechanical workforce must include personnel capable of repairing and maintaining all systems of CTDOT's vehicle fleet, including, lifts, air conditioners, heating units, engines, retarders, transmissions and differentials, hybrid power systems, etc.

The Contractor will require all vehicle mechanics assigned to this contract to maintain a valid Class B Commercial Driver's License with proper "F" and "P" endorsements to permit the operation of all vehicles operated for this contract.

The Contractor will ensure that the skills, capability, and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed for these services at the time they are needed:

- Maintenance activities will be carried out at times that do not interfere with scheduling of revenue vehicles to meet peak period service demands. The Contractor should take full advantage of the spare vehicle ratio to ensure that all maintenance is conducted in a timely fashion.

- Competent, experienced vehicle mechanics are required during all hours of service, to respond to any in-service failures or revenue vehicle or equipment problems that arise in the yard during the pre-trip vehicle inspections.

Training for all maintenance personnel should include Automotive Service Excellence (ASE) certification training, vendor provided training, maintenance safety training and security and emergency preparedness training.

The Contractor will cooperate with the State to provide space for and schedule all vehicle mechanics for new vehicle service training, as needed with the receipt of either expansion or replacement vehicles.

CTDOT requires that the Contractor participate in the Connecticut Drug and Alcohol Testing Consortium, which is funded by the Connecticut Department of Transportation, and ensure that all employees performing safety-sensitive functions satisfy the requirements of the CTDOT Drug and Alcohol Testing Consortium. The Contractor must adhere to all drug and alcohol testing requirements as mandated by the Federal Transit Administration and outlined in 49 CFR Parts 40 and 655, as amended. The Contractor must forward to CTDOT upon award of a contract a copy of the Contractor's Drug and Alcohol Testing Policy approved by the Contractor's governing board. CTDOT reserves the right to direct the Contractor to adopt the standardized policy instituted on behalf of the Consortium.

Employee Assistance Program services are provided for all safety-sensitive employees and their family members under the auspice of the Consortium

J. Accident/Incident Reporting

In the event of a motor vehicle accident, a passenger accident, an emergency or other non-routine event which disrupts service, the Contractor shall notify CTDOT Operations Administrator. The specific procedure and timing will be specified as part of the Agreement.

The Contractor shall comply with all applicable laws and regulations in the case of any accident and produce all required reports in a timely fashion.

The Contractor and/or their employees must conduct Post-Accident drug and alcohol testing in compliance with 49 C.F.R. Parts 40 and 655, as amended, including ensuring the accident has met the testing criteria and that tests are conducted within the required time limits.

The Contractor and/or their employees must be in compliance with all provisions as outlined in U.S. DOT 49 C.F.R. Parts 40 and 655, and all other corresponding state regulations including any revisions and/or future amendments.

Upon the request of the State, Contractor will make any employee involved in an accident or incident relating, in any fashion to its performance of the contract, available for questioning and as a witness for CTDOT in any litigation that may result from or arise out of any act or omission of the Contractor.

2. Scope of Work - Paratransit Services

The Contractor will operate and manage ADA paratransit service in the areas specified in a manner acceptable to the State (alternatively referred to as CTDOT) and in strict compliance with this Scope of Work, and with the requirements set forth herein. The State provides paratransit service for transportation disabled persons who are unable to use the fixed route system. This contract will be with a single operator for each Service Area, who will have the responsibilities for management, call center operation, vehicle maintenance, facility maintenance and operational functions of ADA Complementary Paratransit Service. If proposing for the Waterbury Service Area, a non-ADA paratransit service is also provided for trip requests above and beyond the ADA complementary paratransit service area.

As set out more fully in later sections of this Scope of Work, the Contractor's responsibilities will include the hiring and training of adequate personnel for the operation, maintenance and dispatching of state-owned vehicles, based upon passenger scheduling and dispatching performed by the Contractor and upon manifests generated by the Contractor. The Contractor will also be responsible for assisting in the development and maintenance of policy direction and standards for the day-to-day administration of services provided for under this scope of service.

The Contractor selected to provide this service must be able to demonstrate its ability to provide high-quality performance of all tasks related to the operation of these services. The Contractor must ensure that safe, reliable, and courteous service is provided. The Contractor must demonstrate that they can meet the service standards throughout the term of the Agreement and must also demonstrate their ability to comply with the documentation and reporting requirements listed herein.

A. General Responsibilities of the Connecticut Department of Transportation (CTDOT)

CTDOT will establish policies and procedures for the provision of this service. CTDOT will have management oversight of this Agreement and provide a fleet of vehicles and other items to meet the needs of the program. During the term of this agreement, CTDOT will provide the following:

- Provide paratransit vehicles, as listed in the RFP Attachment B - Inventories of Facilities and Equipment to be Provided by State ;

- Provide telephone numbers, and telephone system for the Waterbury paratransit system in accordance with Attachment B to the RFP;

- Provide paratransit scheduling software and equipment in accordance with Attachment B;

- Audit Contractor's invoices prior to reimbursement

The Contractor agrees that state-owned or provided equipment will not be used for any purpose other than that required for operating and maintaining the activities associated with CTDOT's paratransit operation.

B. General Responsibilities of the Contractor

The Contractor shall provide paratransit service as described in this Scope of Work in a safe, efficient, and economical manner. The Contractor shall coordinate, manage, provide for, and control all activities needed to operate those paratransit services and shall provide project management. Customer service, on-time performance and safety are critical to the successful operation of this program. The Contractor must meet the minimum staffing requirements and is expected to provide staff with the necessary qualifications to supervise and train employees, administer policies and procedures, and be responsive to the unexpected situations that can arise. The Contractor shall take all steps necessary to ensure the safety and reasonable comfort and convenience of the public utilizing the paratransit services. The Contractor shall provide for full and competent technical services to handle and correct any and all problems that arise associated with the operation of the paratransit services provided under this Scope of Work.

Unless otherwise directed by CTDOT, the Contractor will be responsible for providing the following services and resources, as described herein and as may be modified by CTDOT from time to time:

1. Provide general management of the paratransit service and operations concerned therewith,

2. Provide qualified personnel having transit management, paratransit operation, safety/security training, and facility/vehicle maintenance experience necessary to successfully perform this contract in accordance with all requirements.

3. Provide management personnel whose responsibilities include hiring and training of staff, administering policies and procedures.

4. Provide door to door transportation to passengers in accordance with all requirements, and in accordance with all federal, state and local requirements.

5. Determine passenger eligibility for the ADA program using the standardized application form provided by CTDOT;

6. Input eligible rider information into the paratransit scheduling software and/or databases;

7. Receive calls and reservations from passengers.

8. Schedule trips in the most efficient manner possible.

9. Establish and utilize an operations/maintenance facility in accordance with all requirements.

10. Implement a complaint procedure which meets ADA and CTDOT's requirements.

11. Respond promptly and precisely to CTDOT staff requests for information.

12. Maintain scheduling software, if provided.

13. Provide and maintain computer software and hardware if not provided by CTDOT.

14. Comply with all applicable federal and state Drug and Alcohol Testing requirements for all safety sensitive employees.

15. Gather, maintain, and provide vehicle manifests, reports, daily cash fare reconciliation, documentation and data in accordance with all CTDOT requirements.

16. Provide financial management, including budget preparation and control, cash flow, disbursements, collections and payroll.

17. Provide all operating, financial and performance reports in a timely manner in order to allow CTDOT to review their content or incorporate the data into reports and plans as appropriate for timely delivery to the final user. All invoices will be due on the twentieth (20th) calendar day of the succeeding month.

18. Maintain written and verbal communication with CTDOT to the satisfaction of CTDOT's staff.

19. Attend regularly scheduled and special meetings with CTDOT staff or at the request of CTDOT.

20. Develop methods to maximize service effectiveness and efficiency.

21. Ensure that all of the Contractor's staff undergo sensitivity training and customer service training, and any other required training.

C. Service Characteristics

For the purpose of this Request for Proposals, the primary service area will encompass 3/4 of mile around all local CT Transit bus routes operated in the respective service areas. Maps of the service areas are available with the RFP on the DAS website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

1. Days and Hours of Service

ADA Paratransit services shall be operated during the same hours and days that fixed-route service operates. The approximate service hours by day for each of the ADA paratransit service areas is as follows:

Service Area	Weekdays	Saturdays	Sundays and Holidays
Waterbury	5:30am to 6:30pm	6:00am to 6:30pm	9:30am to 5:00pm
Meriden	6:30am to 6:00pm	9:40am to 6:00pm	No Service
Wallingford	9:30am to 4:35pm	No Service	No Service

2. Non-ADA Paratransit/Dial-A-Ride

Non-ADA paratransit is provided in the Waterbury area. The service area is larger than the ADA complementary service area. All towns in the Greater Waterbury Transit District are fully within the non-ADA service area. In addition, some service is provided on weekday and Saturday evenings.

Proposers offering for Waterbury ADA must include the non-ADA services in their proposal. The service hours shown on the Cost Proposal Forms and the Transit Fact Sheet for Waterbury paratransit include all the ADA and non-ADA services.

Non-ADA paratransit will not be subject to all the rules that apply to ADA paratransit. Contractors will be required to perform within the budget provided, serving only eligible customers. But ADA rules such as no trip priorities, no denials, etc. will not apply to the non-ADA services.

3. Service Delivery

The intent of this Agreement is to serve the travel demands of those persons who have been

certified as eligible for the ADA-mandated complementary paratransit service in the three service areas and those persons who are eligible for the Waterbury area non-ADA program. Such persons will have one or more disabilities which impair their ability to access or use the fixed-route transit system. CTDOT will provide the vehicles necessary for the operation of the service. Currently CTDOT owns and its contractors operate 36 vehicles in the Waterbury service, four vehicles in the Meriden service and two vehicles in the Wallingford service. The Contractor must maintain such vehicles for revenue service.

The Contractor will manage and operate a demand-responsive service. The operator may assist the passenger to/from the vehicle as defined in section G, item 4, but the driver should maintain visual contact of the vehicle. Drivers should not enter a passenger's home under any circumstances.

4. Same Day Service

The Contractor is expected to handle requests for same day transportation services on a space available basis.

D. Ridership Eligibility

Eligibility screening for all paratransit passengers with disabilities meeting the requirements of the Americans with Disabilities Act will be the responsibility of the Contractor. Any passenger that has been certified as eligible by the Contractor will be entitled to use this service. In addition, personal care attendants (PCA), companions, and visitors with ADA certification from other jurisdictions are eligible to use the service in accordance with the ADA.

E. Call Center

The passenger's first point of contact with the service is usually the reservations agent, and CTDOT expects this group to present a polished and professional image at all times. The Contractor will be responsible for the creation and operation of a fully functioning paratransit call center with staffing sufficient to accommodate ninety percent (90%) of all incoming calls with a live operator within one (1:00) minute and that abandoned calls are less than five (5%) percent of the total number of calls. Both performance standards will be measured on a calendar month basis. To the maximum extent possible, all trips should be scheduled and confirmed during the initial phone call.

F. Reservations, Scheduling and Dispatching

All eligible ADA and non-ADA trips will be scheduled by the Contractor. It will be the responsibility of the Contractor to determine the eligibility of the requested trip pursuant to the parameters set forth under ADA regulations and CTDOT policies. CTDOT reserves the right to make a final decision in regards to the eligibility of a scheduled ADA trip.

The Contractor must have the capacity to take all reservations, to organize all schedules, as well as to dispatch the vehicles, and if needed using an automated routing/scheduling software system. The Contractor will schedule, dispatch and route all service in such a manner as will enable as many passengers as possible to utilize the vehicles at the same time, so that there may be as many shared rides as possible. Consideration must be exercised regarding excessive ride time. The Contractor must provide coordinated dispatching at a centralized location. The Contractor must ensure that adequate phone coverage is provided to all clients during the operational day. The Contractor may not deny ADA trips to passengers.

The reservation agent is responsible for receiving and responding to calls from passengers checking on the status of pre-scheduled trips as well as taking calls from those wishing to make a reservation.

CTDOT will provide dispatching and scheduling software entitled Trapeze PASS for Contractor use in the Waterbury paratransit system. The Wallingford and Meriden paratransit systems should not require use of software for dispatching and scheduling if they are proposed as stand-alone systems. It is CTDOT's intent to maximize the cost efficiency of this service by ensuring that the service is scheduled as productively and efficiently as possible. The Contractor will be responsible for deploying vehicles to allow for its most efficient usage minimizing dead-head miles and number of vehicles on the road and maximizing customer satisfaction.

CTDOT will provide a telephone system that will accommodate the business needs of the Waterbury paratransit system, with sufficient infrastructure and scalability to receive, place in queue, and record calls at current demand levels as well as forecasted. All conversations at the Call Center (reservations, dispatch, scheduling, and customer service) shall be on recorded lines that can be reviewed at a later date. The Contractor for the Wallingford and Meriden paratransit systems will need to supply a phone system that can accommodate the required functionality and reporting.

CTDOT will supply computer equipment as indicated in Attachment B for the Waterbury paratransit system. The Contractor for the Wallingford and Meriden paratransit systems will need to supply the necessary equipment.

G. Transporting Passengers

1. Scheduled Pick-Up Time

At the time that the Contractor accepts a passenger's trip request, the passenger will be informed of the scheduled pick-up window.

The Contractor shall arrive as close as possible to the scheduled pick-up time as indicated on the vehicle manifest/schedule and within the published thirty (30) minute pick-up window as identified on the vehicle manifest/schedule.

2. Boarding Time

If the vehicle arrives within this pick-up window, a passenger has five (5) minutes to board the vehicle (unless additional boarding time is indicated on the Manifest or Schedule).

If the passenger fails to board during this pick-up window, the driver will notify the dispatcher who is responsible for contacting the passenger and determining if the passenger is to be charged with a "No-Show". If so, the dispatcher is responsible for entering the "No-Show" into the computerized system (within 5 minutes of the occurrence) and then directing the driver to continue with the route.

Drivers must leave a "No-Show" tag on any client's door that is "No-Showed".

3. Extent of Service

The Contractor is required to provide reasonable passenger accommodation as requested by passengers to allow safe transport from their trip origin to destination.

4. Assistance to be Provided

Drivers must assist passengers, upon request, in getting to, on, off and from the vehicle. This assistance may include:

- Lending a supporting arm, guiding, and assisting up or down steps.
- Assisting passengers in wheelchairs up or down one step.
- Helping to carry packages weighing not more than thirty-five pounds in total.

Required assistance shall not include:

- Lifting or carrying passengers and/or their children, Personal Care Attendants and Companions.
- Entering any passenger's residence while on duty or performing any other type of service other than those required by law.

The Contractor is required to transport scheduled Personal Care Attendants (PCA) and Companions with eligible passengers.

The Manifest/Schedule will specify the total amount of fare(s) to be collected from the passenger(s) and/or the companion(s).

PCAs and/or companion(s) are to be treated as a passenger, and fall under the same rules and regulations as a passenger.

5. Service Animals

The Contractor is required to transport service animals in accordance with State and federal Laws.

Service animals are to be properly leashed and/or harnessed and under the control of their handlers at all times.

6. Other Passengers

The Contractor is prohibited from transporting anyone not specifically authorized by CTDOT in the performance of this contract. All non-Contractor personnel on the vehicle must be reported as either: passengers, companions or PCAs.

7. Transporting Packages

The Contractor is required to transport packages belonging to passengers as long as the passenger is on board with his/her package and as long as the package fits on the passenger's lap or beneath his/her seat.

Package limitation: no more than thirty-five (35) pounds, with a limit of the equivalent of three (3) plastic bags or two (2) brown paper bags.

The Contractor is prohibited from transporting illegal controlled substances (excluding prescription medication), hazardous materials, firearms or explosive devices.

H. Trip Denials and Missed Trips

Should the Contractor be unable to accommodate a passenger's requested time for an ADA eligible trip, the Contractor may negotiate pick up and return times with the individual, but the Contractor shall not require an ADA eligible person to schedule a trip to begin more than one hour before or after the individual's desired departure time. All trip requests that the Contractor is unable to honor within the one hour negotiation window must be recorded as a denial and reported to CTDOT monthly. For the Waterbury service area, these denials should be broken down by ADA and non-ADA. If only one leg of a round trip request can be reserved, and the individual declines the trip, it should be recorded as two denials.

Attachment D – Scope of Work – Paratransit Services

Please note the following CTDOT definitions:

Pick Up/Drop Off: A trip will be scheduled and a passenger will be picked up and dropped off based on the availability of a fixed route bus within three-quarters of a mile of the origin and destination at the requested pick up and drop off times.

Trip Denials: Trip denials must be tracked as follows: FTA Regulations allow the Grantee/Supplier to negotiate pick up times with ADA eligible persons within a one-hour window. If the Grantee/Supplier cannot schedule a ride that is no more than one hour before or after the desired departing time, the trip must be tracked as a denial – even if the passenger accepts the time change and service is provided outside the one hour window.

If the passenger refuses an alternate time that is within the one-hour window, it is not a denial for the purposes of ADA compliance. If only one leg of a round trip can be reserved, and the passenger declines the trip, it should be tracked as two denials.

Missed Trip: CTDOT defines a missed trip as: a scheduled trip the Contractor was unable to perform; a scheduled trip for which the Contractor arrived at the scheduled location 15 minutes or more after the scheduled pick up window time. All missed trips, as defined above, must be reported to CTDOT in the monthly report.

Scheduled service requests that are not performed due to inclement weather or vehicle incident will not be recorded as a missed trip. Contractor is expected to document the circumstances that resulted in a trip not being performed as scheduled.

Overly Long Trip – The Contractor shall be responsible for providing trips that are comparable in travel time as a fixed-route trip for the same origin and destination would be. The Contractor shall develop a process of CTDOT approval for determining overly long trip length. Such plan must include criteria for determine trips to examine for overly long travel time, a sampling methodology to examine in some detail those trips that meet the criteria for analysis, and a form for the monthly reporting of the results of such analysis.

I. Vehicles

CTDOT will provide the revenue vehicles for use in the provision of paratransit services as described in this Scope of Work. CTDOT will provide approximately 42 paratransit buses for this program – 36 for Waterbury, four for Meriden and two for Wallingford. The Contractor is required to maintain, fuel and repair all revenue vehicles as well as support vehicles and equipment necessary for the performance of the contract. All vehicles shall be housed in a secured location at the Contractor's facility. All of the vehicles are equipped with lifts for wheelchair accessibility and most are diesel powered. Fuel (diesel and gasoline) is a Contractor

expense. CTDOT will be responsible for vehicle registration, licensing and state-mandated inspection costs. Vehicles must be equipped with radios and/or mobile data terminals at the Contractor's expense. A description of existing state-owned vehicles is included in Attachment B, Inventories of Vehicles and Equipment Provided by the State.

The Contractor must provide adequate and appropriate shop equipment and special tools as necessary to perform the necessary maintenance tasks for the vehicle fleet unless otherwise specified in Attachment B.

The Contractor is required to acquire and maintain a parts inventory adequate for the type and number of vehicles in the fleet.

To ensure that vehicles are maintained in proper working order, the Contractor is required to utilize the following maintenance procedures:

1. **Pre-Trip Inspections:**

The Contractor is required to conduct a pre-trip inspection for each vehicle prior to its use in service each day. This pre-trip inspection will include: a visual inspection of the vehicle's interior and exterior and should include cycling of the lift.

The results of the pre-trip inspection are to be documented on a "Pre-Trip Inspection Form," which is to be maintained by the Contractor. Any vehicle which fails the pre-trip inspection is to be removed from service. Pre-trip inspection forms will be retained by the Contractor for at least one (1) year from the date of inspection.

2. **Preventive and Regular Maintenance:**

The Contractor will have responsibility to establish and maintain a comprehensive vehicle maintenance program to perform maintenance on all revenue vehicles used for paratransit services described in this scope of work. All maintenance and repairs of vehicles shall be in accordance with specified manufacturers' recommendations and warranties. The Contractor shall conduct all preventive maintenance in accordance with CTDOT's Preventive Maintenance Policy, a copy of which will be provided. All Contractor maintenance activities are subject to audit by CTDOT.

Revenue vehicles will not be operated with any visible body damage or defects that make them unsafe to operate. The contractor will make necessary repairs, adjustments, or additions prior to placing any revenue vehicle in service. The Contractor is to use quality materials (OEM or equivalent) when doing any repairs to the vehicles.

Fluids, additives, oil, lubricants, refrigerants and hardware (nuts, bolts, springs, bulbs, etc.) are vehicle-related costs and shall be supplied by Contractor. The lubricants used shall meet or exceed the standards recommended by the vehicle manufacturer.

The Contractor will maintain vehicles and schedule maintenance activities to assure that the maximum number of vehicles is available for revenue service during peak hours. The Contractor will not remove vehicles from revenue service during peak periods except to conduct emergency repairs, and will minimize the amount of time needed to conduct preventive maintenance. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles shall be available for service during the service day.

The Contractor will be required to perform all preventive maintenance, light-duty repairs, and running repairs.

All preventive maintenance and light duty repair of vehicles will be completed, including the routine replacement of components, within the Agreement cost, and to the manufacturer's specifications and standards:

The Contractor shall be responsible for competitively procuring all major maintenance work that cannot be conducted in-house according to CTDOT's procurement policies and procedures.

All vehicle body and/or collision damage must be professionally repaired, restoring the vehicle to pre-damage condition. In case of major body damage, CTDOT and the Contractor shall establish a repair schedule.

The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle. Heating, ventilation, and air conditioning systems (HVAC) shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times during all revenue service hours. Contractor shall maintain all components of the air conditioning systems in an operable condition throughout the entire year.

Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers which are worn or otherwise damaged and cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced.

Wheelchair securement devices should be cleaned at least once (1) a month. No vehicle shall enter revenue service without a full set of lap belts and wheelchair securements for every

wheelchair position.

Upon completion or termination of this agreement for any reason, Contractor shall return vehicles and all other State provided equipment to CTDOT with no deferred maintenance or damage, less reasonable wear-and-tear as determined by CTDOT.

A permanent file shall be kept by the Contractor for each revenue vehicle. This file shall include: driver inspection reports, which must be kept for one (1) year, vehicle maintenance inspection reports; pre-trip inspection reports which must be kept for one (1) year; and Preventive Maintenance Reports.

The Contractor is required to maintain written documentation of the date, mileage, VIN, plate numbers, and vehicle number, when the preventive maintenance was conducted, and any repairs that were made. Such documentation will be retained by the Contractor for the duration of the Contract at which point such documentation shall be returned to CTDOT or its designee. In addition, the Contractor is required to maintain a current vehicle database containing the following information:

- Make
- Model and year
- Vehicle identification number (VIN)/serial number
- License and number
- Date received
- Vehicle repairs
- "Preventative Maintenance Inspection" reports
- Work orders

A Preventive Maintenance Inspection (PMI) shall be performed on each state-owned vehicle at intervals recommended by the vehicle manufacturer. The mileage interval should be observed and CTDOT will allow the Contractor to perform the maintenance within 300 miles of this threshold and be considered timely.

All work performed during each inspection must be reported and documented. If a vehicle has not met preventive maintenance standards, it shall be removed from service and may be subject to penalty at the discretion of CTDOT.

All wheelchair lift-related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational and safe whenever the vehicle is in revenue service. At a minimum, the wheelchair lift shall be cycled daily. At a minimum of every 3,000 miles, the lift shall be cleaned thoroughly and inspected by the maintenance department.

Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system. The Contractor shall maintain brake systems so as to minimize brake noise. Brakes shall be inspected every 3,000 miles. No vehicle which has had a brake problem reported shall be placed into revenue service until such braking system has been inspected, and if necessary repaired, by qualified maintenance staff. CTDOT reserves the right to periodically inspect vehicles and vehicle files.

The Contractor shall be responsible for the conduct of all warranty work on State vehicles assigned to Contractor and the administration of all warranty paperwork with manufacturer. The Contractor shall obtain manufacturer authorization to perform warranty maintenance or shall transport vehicles at Contractor's cost to an authorized warranty service provider.

3. Vehicle Inspections:

CTDOT, the Federal Transit Administration (FTA), and any other governmental entity with regulatory control over the program services may conduct periodic inspections of vehicles in use for this program.

The CTDOT project manager or designee, may conduct announced and unannounced inspections of the vehicles at any time either at the Contractor's location or while the vehicle is in service. Inspections will not interfere with service obligations but may be conducted with or without notification.

Any vehicle that does not meet the required standards will be immediately removed from service, until such time as necessary corrective actions are taken. Such removals will not relieve the Contractor from any responsibilities of this contract. Any vehicle pulled from service must be re-inspected by CTDOT or a designee before being placed back into service.

4. Vehicle Fueling

The Contractor shall be responsible for purchasing fuel at its sole cost and expense. The Contractor shall be responsible for accepting fuel deliveries, verification of deposits, verifying usage at its facility, and providing safe storage of fuel; and, will assume any and all liabilities pertaining to fuel including but not limited to spills or leakage and Department of Environmental Protection or Environmental Protection Agency violations.

The Contractor must explain in detail the proposed fueling location and state its understanding of responsibilities and liabilities. In any instance that the Contractor fuels an authorized State Paratransit Service vehicle, an accurate accounting of fuel consumption must be maintained and submitted to CTDOT with the monthly billing invoice. Contractor must explain the

methodology they will utilize for accounting for actual fuel consumption, verification of fuel deposits, and fuel delivery.

5. Vehicle Breakdowns:

If a vehicle breaks down in service, the Contractor shall dispatch a back-up vehicle to the site of the breakdown. The back-up vehicle shall be dispatched and placed in route within a reasonable time of notification of the breakdown. Any roadcalls or failures shall be properly recorded so they can be reported in any National Transit Database reports or in response to any inquiries from CTDOT.

6. Vehicle Cleaning

The Contractor is responsible for ensuring that vehicles are cleaned regularly and have exteriors which are free from grime, cracks, breaks, dents and damaged paint which noticeably detract from the overall appearance of the vehicle. In addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges. The Contractor must comply with regulations prohibiting smoking on public transit vehicles, and the Contractor must ensure that no open food or beverages are permitted on board vehicles.

Vehicle interiors will be swept or vacuumed daily to remove all dirt and debris. Mopping will be carried out as necessary. Interior daily vehicle cleaning will, at a minimum, consist of the following:

- cleaning the inside of all windows;
- dusting seats, dash board, etc.;
- sweeping and washing all floor areas if necessary; and
- removing trash; and ensuring schedule and information postings are up to date

At least every two (2) weeks, the interior of the vehicle will be completely cleaned. This will include, at a minimum:

- Washing of the vehicle ceilings, side walls, windows;
- Cleaning of the vehicle seats; and
- Mopping of the vehicle floor.

At least every two weeks, vehicle wheels and hubs shall be cleaned and brought to as-new condition. This may require special treatment. Vehicle wheels and hubs shall be cleaned regularly as part of the exterior vehicle cleaning.

Vehicle exteriors will be washed and scrubbed at least twice weekly in order to maintain State's standards for vehicle appearance. The Contractor must identify an area on the facility grounds

and describe the process that will be followed to wash the exterior of the fleet of vehicles.

All components of the vehicle body, appurtenances, and frame will be maintained sound and undamaged while in revenue service.

All vehicles will undergo insect extermination as necessary to eliminate the presence of insects. The extermination process will be applied while vehicles are out of service. Vehicles will not be placed in revenue service while any noxious fumes or detectable odors remain in the vehicle.

J. Contractor Provided Facility and Equipment

The Contractor is responsible for ensuring the availability of a facility for centralized operations. This facility will be utilized for the provision of services and the secure storage of vehicles. This facility must be available for occupancy fifteen days prior to the start of service.

The Contractor must provide a facility capable of housing administrative and operations office space, vehicle maintenance and storage (indoor or outdoor) facility. The facility proposed should be able to comfortably house the current operation.

The Contractor is responsible for providing space to house any CTDOT owned computer software and hardware equipment to be used for the provision of services. The Contractor will be responsible for all paper products and supplies, office equipment, facsimile machines to meet the Contractor's business needs in operating the paratransit service, unless otherwise provided by CTDOT.

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The Contractor will provide a communications system for all revenue paratransit vehicles and supervisory vehicles. Usage costs (air time), a mobile two-way radio for each vehicle, a base station, handheld radios and maintenance of the radios will be provided by the Contractor.

Except as otherwise provided by the state; all furnishings, non-computer equipment, and supplies required in connection with the facility are the responsibility of the Contractor. If any damage occurs to the facility or to equipment supplied by CTDOT, the Contractor must replace the damaged item(s) with comparable or better level of facilities or equipment. The Contractor's facility must comply with all state, federal and local safety requirements and laws. The Contractor's facility must also comply with all accessibility features as described in the Americans with Disabilities Act and state uniform building codes.

The Contractor must identify an area on the facility grounds and describe the process that will be followed to wash the exterior of the fleet of vehicles twice per week.

K. Fares

The Contractor will be responsible for collecting, handling and reporting passenger fares. All cash fares are to be collected by the Contractor, deposited and reconciled on a daily basis. CTDOT reserves the right to observe and audit the fare collection and fare handling procedures of the Contractor at any time during the term of this contract. The Contractor will be responsible for any monetary discrepancies between the fares collected and the revenues tabulated. CTDOT does not provide a fare collection system.

The fare will be established by CTDOT. The fare may be paid in cash or with one pre-purchased ticket or by purchasing a pass on-board the vehicle. In Waterbury, the sale of fare media will include sale of tickets and passes at the Waterbury Transit Center and sale of tickets and passes at Stop and Shop stores in the area.

The Manifests and Schedules shall provide complete instructions to the driver concerning the amount of fares to be collected.

The Contractor is required to collect the fare specified on the Manifest or Schedule at the time of the vehicle's arrival to transport a passenger.

If a passenger does not provide the appropriate fare, the driver is required to notify the dispatcher, who will determine in coordinating with the appropriate manager whether or not the passenger is to be transported.

The Contractor is prohibited from transporting passengers who fail to present the appropriate fare unless failure to transport the passenger would result in the passenger being stranded away from home. In such instances, the Contractor is required to transport the passenger and then treat the incident as a matter of passenger misconduct which is subject to misconduct provisions.

Drivers are absolutely prohibited from accepting gifts or gratuities of any kind, either as payment of a fare or in addition to the payment of a fare.

L. Personnel "Minimum" Requirements

The Contractor shall provide CTDOT with a Management Structure and Staffing Plan that clearly identifies the manner in which it will satisfy the obligations set forth in this Scope of Work. The Staffing Plan should be appropriate to the size and scope of the services being proposed. The Plan must also detail the management structure proposed and describe how the management team fits within, and reports to, the overall corporate structure.

Attachment D – Scope of Work – Paratransit Services

The Contractor will recruit qualified personnel capable of performing the services required under this contract. The Contractor will be responsible for the payment of all employee wages and benefits.

The Contractor will train personnel so as to ensure that all service is provided in a safe, courteous manner and that adequate supervision is available to ensure service quality. All personnel will maintain a professional, courteous attitude toward passengers, including answering to the best of their ability all passengers' questions.

CTDOT must be notified prior to any contemplated changes to key personnel between the time of the Staffing Plan and the award of the service contract. In addition, subsequent to award, CTDOT's project manager must be notified prior to any contemplated changes to key personnel specified in the Staffing Plan and must provide written approval of changes to key personnel prior to the action being taken.

The Contractor will afford a priority in hiring to employees of the preceding service provider of CTDOT's Paratransit services. Such a priority shall not require the hiring of any such employee if the Contractor determines that the employee is not qualified for the position (under the terms of the Contractor's employment standards and personnel policies, or the Contractor determines that the employee should not be hired because of past employment history (such as documented disciplinary actions, habitual absenteeism, etc.). The priority in hiring will not extend to any individual who was dismissed from his or her employment for cause, or apply to any employee failing to serve with the current contractor until the last day of service prior to any transition.

The Contractor will fully comply with the Federal Transit Administration's (FTA) requirements relating to the testing of employees who perform safety-sensitive functions are set forth in Parts 40 & 655 of Title 49 of the Code of Federal Regulations (CFR). The Contractor shall agree to participate in the drug and alcohol testing consortium.

CTDOT reserves the right to require the Contractor to immediately remove an employee from service for any of, but not limited to, the following reasons:

- Committing any inappropriate act.
- Committing any unsafe act while driving a State vehicle.
- Revocation or non-renewal of a valid Connecticut driver's license.
- Distributing any unauthorized materials while "on the clock."
- Soliciting or accepting a gratuity from a passenger.
- Failure to notify the Contractor of an arrest or conviction of a criminal offense of a Class A or Class B misdemeanor or felony; or placement on probation or deferred adjudication for the same.

- Incurring excessive customer complaints due to discourtesy, rudeness, use of profanity, or any other act deemed unacceptable.

The Contractor will establish personnel and compensation plans that are designed to encourage retention and longevity and minimize employee turnover. Such plans shall include employee incentives and rewards, and provide fair and reasonable wage and benefit packages for employees.

The Contractor's Personnel Program and/or Employee Training Program shall incorporate all the requirements of this Scope of Work. The Contractor will be in breach of the contract, and subject to termination for default should any personnel not meeting the requirements of the Staffing and Personnel Programs be employed by the Contractor for the purpose of performing duties pursuant to the Contract.

Staffing functions described in the Staffing Plan must include covering the responsibilities for the types of job functions described below. The Contractor shall proved detail in its submittal to the RFP that shows how they intend to meet the responsibilities within the context of each of the service areas for which they are proposing.

1. **General Manager**

The Contractor must have a designated person assigned to the responsibilities of a General Manager, responsible for all aspects of the operation and who will serve as the senior management presence and supervise the day-to-day operation of the service, as well as the management of the project's accounts and operating and financial records. The General Manager must have full authority to independently make decisions required for safe and efficient operations. The General Manager will report to CTDOT in such a manner as the state shall specify.

The General Manager must know and understand all federal, state and local requirements, including the Americans with Disabilities Act (ADA), 49 CFR, Section 37 and 38.

2. **Manager of Operations or Equivalent**

The Contractor shall designate a candidate to effectively manage the day-to-day operations functions including but not limited to field operations, reservations, scheduling and dispatch functions.

3. **Vehicle Maintenance Manager or Equivalent**

The contractor shall designate a person with full knowledge and extensive experience in engine repair, automotive electrical, and air conditioning repair. The candidate should have prior experience in transit maintenance. This person must be legally licensed to operate a bus in the State of Connecticut with a valid Class C Commercial Driver's License with "F" and "P" endorsements and must maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations.

4. Safety Manager or Equivalent

Contractor shall designate a candidate to serve as a Trainer/Safety Manager. The Safety Manager shall have sufficient skills to support, administer and monitor the Contractor's new driver training program. The Safety Manager will ensure that all operators have the appropriate licenses, medical cards and any other certification required to operate a vehicle in passenger service.

The Safety Manager will monitor accident trends and direct all retraining efforts. The Safety Manager will be responsible to produce monthly, quarterly and annual charts for:

- Preventable accidents per 100,000 miles,
- Preventable accidents by employee tenure, and
- Body damage repair costs.

5. Call Center Supervisor or Equivalent

The Contractor shall designate a candidate to manage the information center function. The candidate should have experience in managing a staff of reservations agents and schedulers. The candidate must be fully proficient in ADA rules and regulations and must have the ability to publish electronically or manually a daily schedule on a timely basis in an efficient manner. The Call Center Supervisor should be able to operate all aspects of the Trapeze operating system, if provided, or similar manual or automated scheduling system or set of procedures at the expert level.

6. Reservation Agents, Schedulers and Dispatchers

Reservation agents, dispatchers and schedulers must be employees of the Contractor, which will be responsible for their hiring, training and supervision. The Contractor will employ personnel in sufficient numbers and with an adequate mix of skills to dispatch vehicles and operate the communication system and the scheduling and dispatch system.

All reservation agents and dispatchers must be trained to serve the volume of telephone requests in a timely and sensitive manner, and to cover the telephone lines for paratransit service in a courteous manner throughout the operational day.

The Contractor is responsible to match reservation agents' workforce to call volume, as necessary to meet the monthly performance standards of ninety (90%) of all calls answered in less than one (1) minute and maintain abandoned call rate of less than five (5%) percent. The Contractor must ensure that during the hours of operation, agents fluent in Spanish are available to communicate with passengers.

Schedulers must be proficient in the use of Trapeze Pass and must have a minimum of one (1) year's experience. The schedulers must have a complete knowledge of the service area and traffic patterns, and they must schedule and recombine trips as necessary to conserve revenue hours and fuel expense and to promote increased productivity, as measured in passengers per revenue hour.

The Contractor is required to have a trained dispatcher on duty, reachable by drivers on the road, by radio or telephone, during all hours of service operation at a centralized location. The Contractor will employ a sufficient number of dispatchers so as to ensure timely processing of same day schedule changes and cancellations while maintaining continuous two way communication with all vehicles on this project. An evening dispatcher shall be assigned to review and approve daily route manifests as produced by the scheduling software. This individual will be required to make adjustments and shift trips among routes as necessary to improve the efficiency of the next day's service and the utilization of the equipment.

The Contractor must require vehicle operators and dispatchers to accurately complete and submit the required completed manifests (whether manual or automated) and all other data requested by CTDOT and within the time frame specified by CTDOT.

The Contractor must maintain all records of its reservationists, dispatchers and schedulers for inspection as CTDOT may require.

7. Road Supervisors

The Contractor must provide for on-road supervision to respond and take corrective action when necessary including: incidents, in-service failures, breakdowns, accidents and passenger incidents. The Contractor must have assigned at least one person to road supervision duty whenever any vehicle is in revenue service.

8. Drivers.

The Contractor will provide as many properly qualified and trained drivers as are necessary for safe and efficient operation of the paratransit vehicles used in this service and must include necessary backup staff. All drivers must be employees of the Contractor. The Contractor will be

responsible for the training and supervision of all drivers.

Driver Requirements:

Prior to hiring or utilizing any driver for this service, the Contractor shall ensure that the driver has met the minimum requirements listed below:

a.) Assure that drivers have a valid State of Connecticut Drivers License, Class C with proper PSL (Public Service License) endorsements, three years minimum driving experience and be at least 21 years of age. Each driver must undergo a commercial and personal driving record check with the Connecticut Registry of Motor Vehicles. At a minimum, any record from the Registry of Motor Vehicles that includes any of the following violations would necessitate a prohibition of contact with State passengers:
   - Driving under the influence of alcohol or drugs / driving while intoxicated.
   - Reckless driving/driving to endanger.
   - Leaving the scene of an accident.
   - Driving without a license and/or insurance.
   - Driving with a suspended license.
   - Any record with multiple or repeated violations (other than parking).

   The Contractor must exercise discretion in determining the appropriateness of any driver whose report indicates any violation.

b.) Comply with Federal Motor Carrier Safety Administration (FMCSA) guidelines to determine a driver's fitness to perform the necessary tasks associated with operating a State vehicle as specified in FMCSA 49 CFR 391.41. Safety sensitive employees are subject to fitness examination as part of the pre-employment process. Medical fitness examinations must follow requirements set forth in 49 CFR 391.41

c.) The Contractor will comply with Connecticut State Statutes regarding Criminal Offender Record Information Checks. Any of the following offenses would necessitate a mandatory disqualification of contact with State passengers:
   - Has been convicted of committing a felony constituting a crime, which involves the use of force or violence.
   - Has been convicted of committing the crime of manufacturing, distributing or dispensing any controlled substances that are unlawful or the crime of possession of a controlled substance or the crime of possession with intent to manufacture, distribute or dispense a controlled substance.
   - Has been convicted of committing the crime of rape, performing an unnatural act, sodomy, indecent assault or battery, or the crime of attempting any of the above offenses.

- Has been charged with committing any felony listed above and is either awaiting trial or has been defaulted by the court.
- Has been separated from a residential placement for less than six months.

d.) Any of the following offenses would necessitate a discretionary qualification on the part of the Contractor:

- Has been convicted of committing a felony other than those described above.
- Has been convicted of committing a misdemeanor.
- Has been convicted more than once of committing any of the following misdemeanors: drunkenness, simple assault, affray, or disturbance of the peace.

For the purpose of this contract, a conviction includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest.

e.) Drivers must pass a pre-employment physical and drug/alcohol test in accordance with U.S. Department of Transportation requirements. Drivers and all other employees performing safety-sensitive functions will satisfy the requirements of the CTDOT Drug and Alcohol Testing Program.

f.) Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the Contractor's obligations relating to the transportation of passengers with disabilities, including but not limited to:

- Assisting passengers in getting to, on, off and from the vehicles.
- Securing mobility devices within the paratransit vehicle.
- Assisting passengers with the carrying of small packages (up to thirty-five (35) pounds).

g.) All drivers must be able to speak and understand English, and drivers must be proficient in written English to successfully complete all paperwork required for this contract, including, but not limited to, vehicle manifests, incident and accident reports.

h.) All drivers must successfully complete all training requirements. They must know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training to ensure sensitivity to and safe transport of persons with disabilities.

i.) Drivers must also be trained by the Contractor to be proficient in the following areas:

- The proper handling of assigned vehicles.
- The use of two-way communication system and any other inter-connective device, mechanism or software used to perform the contract.

- The securement and storage of mobility devices.
- The use of child safety seats required under this contract.
- The use of mobile data computers
- The use of safety equipment on board the vehicle.

Driver Responsibilities:
The Contractor drivers will be responsible to perform the following duties and responsibilities:

j.) Perform their duties with due regard for the safety, comfort, and convenience of passengers and their property.

k.) Conduct a pre-operating inspection of the vehicle assigned to them before beginning service with the vehicle. Drivers are responsible for reporting any defects the vehicle may have to their supervisors.

l.) Ensure that all passengers wear seat belts and that mobility devices are properly secured.

m.) Comply with all applicable Federal, State, and local laws, regulations and licensing requirements, including drug and alcohol testing.

n.) While on duty, wear a standardized uniform approved by CTDOT. All drivers must appear clean and neat and present a professional image.

o.) Ensure that no smoking and/or drinking in vehicles is permitted by the passengers or drivers.

p.) Drivers are required to provide door to door service for all riders indicated on the manifest/schedule.

q.) Drivers are prohibited from traveling beyond the lobby of any public building and from going into any private residence, in the performance of this contract.

r.) Drivers are not permitted to lose sight of their vehicles.

s.) Drivers are required to provide general assistance to passengers between the door/entrance of their origin address and the vehicle and then from the vehicle to the door/entrance of the rider's destination. This assistance may include, but not be limited to: pushing the rider's wheelchair, lending the rider a supporting arm, guiding the rider by the hand or arm, assisting the rider on or off the vehicle, and/or carrying packages of up to thirty-five pounds.

t.) Drivers may not assist passengers using common wheelchairs up or down more than one step.

u.) Drivers are prohibited from entering private residences and from lifting or carrying passengers and/or their children.

v.) Drivers are prohibited from accepting gratuities or gifts of any kind, at any time, in connection with work on this contract.

w.) Drivers are prohibited from playing AM/FM, tape or CD players, or any musical devices on board the vehicle at any time. Drivers are prohibited from smoking at all times while on board the vehicle and/or while assisting riders. Drivers shall not operate any personal electronics/communication device while inside the vehicle or while providing assistance to a passenger. In addition, drivers are prohibited from eating or drinking while a passenger is on board the vehicle.

x.) No cell phones, blue tooth devices or any other yet invented personal communication device will be permitted unless the vehicle is parked with the transmission in "Park" and no passengers are on-board.

y.) Drivers are required to notify their dispatcher of any incident involving either, the safety of a passenger, the misconduct of a passenger, the injury of a passenger, damage to a vehicle or any other unusual incident. Verbal notification via the two-way communication system required by this Scope of Work must take place immediately and a written report will be completed by the driver by the end of the work shift and submitted to CTDOT and the CTDOT insurance claims adjuster in accordance with all requirements outlined herein.

z.) Drivers are prohibited from taking riders to any other address than that specified on the manifest/schedule. If the rider insists on a different address, the driver must contact the dispatch office and obtain authorization from the appropriate manager before deviating from the manifest.

aa.) Drivers are required to complete the manifests (whether manual or automated). At a minimum, the driver will be required to record, arrival time, mileage at arrival, departure time, number of passengers, PCAs and companions, fare paid, time of arrival at destination, mileage at destination.

bb.) Drivers are prohibited from having social contact with any rider during all times they are engaged in the performance of service under this contract and strongly discouraged from having contact with passengers at any other time.

9. Vehicle Mechanics

The Contractor shall employ personnel in sufficient numbers and with an adequate mix of skills to maintain and service revenue vehicles on-site. The mechanical workforce must include personnel capable of repairing and maintaining all systems of CTDOT's paratransit vehicle fleet, including, lifts, air conditioners, heating units, engines, retarders, transmissions and differentials. The mechanics assigned to this contract must meet the requirements for vehicle maintenance as outlined below:

All mechanics assigned to this contract shall possess a valid State of Connecticut Driver's License, with appropriate certificates, to permit the operation of all vehicles operated for this contract.

The Contractor will ensure that the skills, capability, and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed for these services at the time they are needed:

- Maintenance activities will be carried out at times that do not interfere with scheduling of revenue vehicles to meet peak period service demands. The Contractor should take full advantage of the spare vehicle ratio to ensure that all maintenance is conducted in a timely fashion.
- Competent, experienced vehicle mechanics are required during all hours of Paratransit Services, to respond to any in-service failures or Revenue Vehicle or equipment problems that arise in the yard during the pre-trip vehicle inspections.

- Training for all maintenance personnel should include ASE certification training, vendor provided training, maintenance safety training and security and emergency preparedness training.

The Contractor will cooperate with State to provide space for and schedule all vehicle mechanics for new vehicle service training, as needed with the receipt of either expansion or replacement vehicles.

The Contractor will ensure that all employees performing safety-sensitive functions satisfy the requirements of the CTDOT Drug and Alcohol Testing Consortium. In accordance with the state and federal drug and alcohol testing regulations, the contractor must have a written policy describing how they handle a situation when any employee does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol/drug use.

M. Accident/Incident Reporting

In the event of a motor vehicle accident, a passenger accident, an emergency or other non-

routine event which disrupts service, the Contractor shall notify CTDOT Operations Administrator. The specific procedure and timing will be specified as part of the Agreement.

The Contractor shall comply with all applicable laws and regulations in the case of any accident and produce all required reports in a timely fashion.

The Contractor and/or their employees must conduct Post-Accident drug and alcohol testing in compliance with 49 CFR Parts 40 and 655, as amended, including ensuring the accident has met the testing criteria and that test are conducted within the required time limits.

The Contractor and/or their employees must be in compliance with all provisions as outlined in U.S. DOT 49 CFR Parts 40 and 655, and all other corresponding state regulations including any revisions and/or future amendments.

Upon the request of State, Contractor will make any employee involved in an accident or incident relating, in any fashion to its performance of the contract, available for questioning and as a witness for CTDOT in any litigation that may result from or arise out of any act or omission of the Contractor.

N. Data Collection and Reporting

Contractor shall collect all data required as part of the performance of this contract in the required format and by the required submittal deadlines. All such information given to CTDOT will be certified by Contractor as being accurate. CTDOT may require any forms to be signed and dated by Contractor's authorized representative.

The Contractor is required to maintain daily trip sheets showing point of pick-up and drop-off for each passenger, number of passengers, number of wheelchair passengers, classification of passengers (ADA-certified, personal care attendant, companion), total mileage for each trip, scheduled time of pick-up, actual time of pick-up, scheduled time of drop off and actual drop off time for each trip, and fare collected.

All operational data for the Waterbury paratransit system shall be in the Trapeze system, so that the Contractor can compile monthly summary reports, timeliness reports, and their monthly invoice. The size of the Meriden and Wallingford systems, if contracted as stand alone operations, would not require computerized scheduling. The Contractor's responsibilities include the requirement that all operational and billing data is correctly extracted from the Trapeze Scheduling and Dispatch System. In whatever form the data is entered, (paper manifest or dispatch log), the revenue hour data needs to be entered back into Trapeze and adjusted for service gaps prior to being used for billing purposes.

Contractor shall identify the number of pick-ups outside the on time performance window in the monthly report. Contractor is required to submit reports via e-mail in Microsoft Excel spreadsheet format, to be followed by signed and verified hard copies.

Contractor's invoices and all supporting summary reports shall be submitted by Contractor no later than the twentieth (20th) calendar day of the following month. Contractor shall maintain records to document all reports and make such records available to CTDOT upon demand. All invoices with supporting data should be available to CTDOT via an electronic format.

The Contractor shall maintain financial records in compliance with all Federal and State standards. Monthly financial reports required include at a minimum: reconciliation of fares collected, vehicle list with odometer readings, and trip service statistics.

The Contractor shall permit CTDOT to have access to and the right to examine such books, documents or records as CTDOT may see fit in order to enable CTDOT to determine the Contractor's compliance with all standards, laws and regulations. Data items which the Contractor will be required to retain include, but are not limited to, the following:

- Passenger's name.
- Passenger's trip origin (address).
- Passenger's trip destination (address).
- Odometer reading
- Miles per passenger trip.
- Scheduled and estimated pickup and drop off times.
- Fare collected.
- Companions transported, if applicable.
- Telephone reports
- Daily cancellations, problems and no-shows log.

The Contractor will submit all monthly reports to the CTDOT project manager or specified designee on operational performance, maintenance performance, and safety. The Operational Report should stipulate, by revenue vehicle and revenue vehicle fleet, vehicle hours, revenue miles, and accidents per 100,000 miles of service. The list below includes the minimum data requirements of the monthly report of the Contractor.

Operational Data:

- Revenue Hours
- Total Hours
- Billable Revenue Hours (post data entry audit).
- Revenue Miles
- Total Miles

- Trips completed/missed ratio.
- Scheduled Fares vs. Actual Fares.
- Late and Missed Trips
- On-time performance percentage.
- Drug and alcohol testing results for all safety-sensitive employees.
- Last twelve (12) months vehicle operator turnover rate-by month.
- Certified driver list.

Fleet Maintenance Data:

- Preventive Maintenance Inspection and major repair work.
- Vehicle down time.
- Warranty activity on Revenue Vehicles, equipment, and other property owned by CTDOT.
- Fleet availability.
- Fluids consumption for all Revenue Vehicles (excluding fuel).
- Fuel consumption for all Revenue Vehicles (by vehicle).
- Air conditioning maintenance (by vehicle).
- Lift maintenance.
- Miles traveled by all revenue vehicles.
- Number of accidents (preventable and non-preventable).
- Average mileage between PM's.
- Number of PM's.
- Number of road calls (maintenance and non-maintenance).
- Mileage between maintenance road calls.
- Number of lift services performed.

In addition, the Contractor shall submit a brief, concise monthly management report on the operational status of the paratransit system, identifying customer input and complaints and outlining any problems, along with suggested solutions. The monthly report should include data and graphs for passenger complaints, preventable and total accidents, worker's compensation experience, on time performance, employee absenteeism and turnover rates and all telephone reports.

O. Service Standards

The Contractor must abide by all service standards established by CTDOT for its paratransit service. CTDOT expects that the Contractor will meet or exceed the service standards. In any dispute regarding service standards, CTDOT shall determine, at its sole discretion, the remedy or action required to correct the situation. Service standards shall include, but are not be limited to, the following:

Attachment D – Scope of Work – Paratransit Services

CTDOT desires that the Contractor provide safe, timely and reliable transit service. This includes completing all trips and operating within the specified arrival and departure times. One goal of this service is to provide reliable, efficient, and effective transportation in a courteous manner for the residents of the service area. The Contractor shall take all actions necessary to accomplish this goal while minimizing the cost of the service to CTDOT. The Contractor is required to assist CTDOT in maximizing passenger productivity for this system. The Contractor is required to dispatch all trips so that the number of passengers carried per mile or per hour will be optimized. Drivers and dispatchers shall coordinate the provision of service in a manner that will optimize the number of passengers carried and minimize circuitous routing while maintaining on-time performance.

On Time Performance minimum standard shall be 90% for all trips. On time performance shall be defined as a vehicle arriving at the correct passenger location within the designated 20 minute window from the scheduled pick up, drop off or return time communicated to the passenger.

Paratransit Drivers must pick up the scheduled passenger within the scheduled pick up window. When the vehicle arrives within the scheduled pick up window, and the passenger has not yet appeared, the driver must wait at the pickup locations for five (5) minutes before calling the dispatcher and receiving approval to leave. Contractor must then follow No Show Policies and Procedures.

The Contractor will be charged with a valid early vehicle complaint when its vehicle arrives to transport a passenger more than fifteen (15) minutes before the scheduled pick-up window as shown on the vehicle manifest/schedule.

In these instances, the Contractor is required to wait until fifteen minutes before the scheduled pick-up time as shown on the vehicle manifest/schedule before going to the passenger's door; however, the passenger is free to travel early if he/she is aware of the Contractor presence and chooses to travel early (but is not required to do so).

The Contractor will be charged with a valid late vehicle complaint when its vehicle arrives to transport a passenger more than fifteen (15) minutes after the scheduled pick-up window as shown on the vehicle manifest/schedule.

The Contractor shall be responsible for providing trips that are comparable in travel time as a fixed-route trip for the same origin and destination would be. The Contractor shall develop a process of CTDOT approval for determining overly long trip length. Such plan must include criteria for determine trips to examine for overly long travel time, a sampling methodology to examine in some detail those trips that meet the criteria for analysis, and a form for the monthly reporting of the results of such analysis. Ride time shall be defined as the length of time a passenger is on board a vehicle from the time of the actual pick up to the actual drop off time.

The Contractor will be charged with a missed trip when its vehicle arrives to transport a rider more than thirty (30) minutes after the close of the pick-up window. If the Contractor misses more than two (2%) percent or more of all monthly trips performed for three consecutive months, the Contractor may be in breach of its Agreement with CTDOT and is subject to the default provisions of the Agreement or to the assessment of penalties.

The Contractor must ensure that (90%) of all telephone calls are answered in less than one (1) minute and maintain an abandoned call rate of less than five (5%) percent.

Paratransit Drivers are to provide door-to-door service if requested. This means that drivers are to assist passengers, and to help with personal baggage or groceries, from the entrance of the place of origin to the entrance of the place of destination.

Enough drivers shall be available at all times to operate the number of vehicles necessary to meet all trip requests and the level of service as required in this solicitation. No trips shall be dropped or missed due to the unavailability of drivers.

All monthly reports and invoices must be at CTDOT by the 20th calendar day after the reporting period. The Contractor is not to falsify data. If the Contractor fails to meet the standard for timely submission of reports for three (3) consecutive months, the Contractor is in breach of its Agreement with CTDOT and is subject to the default provisions of the Contract.

The Contractor's personnel shall maintain a professional, courteous attitude and shall answer to the best of their ability all passenger inquiries concerning paratransit services. Personnel should be able to understand and respond to a diverse number of passengers. Discourtesy, rudeness or the use of profanity is not acceptable behavior.

The Contractor is responsible for responding to all complaints, which includes responding to customers and complaint resolution. The Contractor is required to have a customer complaint procedure. The procedure must include the classification of all complaints. It shall be the objective of the Contractor to limit the number of complaints from the public, concerning the Contractor's performance of services. Complaints received by CTDOT will be forwarded to the Contractor for handling. The Contractor shall research the complaint and respond to CTDOT in writing within three (3) working days after receipt of a passenger complaint. The Contractor is required to investigate the complaints and provide the results of the investigation. The response should include detailed investigation results and action taken. The Contractor is also required to indicate the steps to be taken to avoid the subsequent occurrence of similar complaints. The Contractor shall provide a detailed monthly report of all comments, commendations and complaints received.

All comments and/or complaints received by the Contractor or its personnel from the public or passengers shall be documented and reported to CTDOT. The complaints received by the Contractor shall be handled in the same manner as those forwarded to the Contractor by CTDOT. CTDOT must receive a copy of the written response issued by the Contractor. The Contractor is expected to be charged with no more than two and a half (2.5) valid complaints per one thousand (1,000) trips provided.

The Contractor is expected to have no more than one (1) preventable accident per one hundred thousand (100,000) miles of revenue service.

The Contractor is expected to have no more than one (1) road call per ten thousand (10,000) miles of revenue service.

The Contractor will be assessed monetary penalties for providing services below the set performance standards

Telephone coverage for the Waterbury system will be monitored via a telephone sequencer device. Telephone reports will be reviewed to ensure adequate telephone coverage and customer service.

CTDOT will measure the Contractor's performance in several ways including but not limited to:

- CTDOT personnel will ride, observe, and may hire independent contractors to ride and/or observe the paratransit service and report concerning all aspects of the service,
- CTDOT will randomly sample the Contractor's trips and analyze on time performance and trip length, and
- CTDOT will review and verify monthly operating statistics provided by both Trapeze and the Contractor.

P. Payment and Billing Information

The Contractor shall be paid based upon monthly invoices submitted by the Contractor to CTDOT.

The Contractor shall be compensated by CTDOT for the services performed under the contract through a service hour pricing structure (defined as the time the vehicle leaves the garage to the time the vehicle returns to the garage minus any gap greater than thirty (30) minutes). The service hour rate will include all costs of the facility and all wages and benefits associated with the administrative, supervisory, maintenance and management of the facility. In addition, the service hour rate would also include all utilities, property expense, and facility insurance. The rate will cover the labor and benefit cost of the vehicle operator and the maintenance expenses incurred per service hour.

The Contractor will submit a monthly invoice to CTDOT for the service hours of service provided under the Contract. Prior to submittal of the invoice, the Contractor will have completed the required data entry and performed a trip edit and audit process to subtract any "gaps" of thirty (30) minutes or more that will be considered as non-revenue time. The invoice for billable service hours must be accompanied by all supporting documents showing levels of service provided by day.

The Invoices for payment will be prepared on an Invoice Summary and Processing (ISP) form, will be consecutively numbered, and forwarded to:

Connecticut Department of Transportation
Division of Financial Management & Support – Room 1329
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

CTDOT reserves the right to request any and all information to support any charges submitted in the invoice. CTDOT's project manager may withhold payment for services he or she believes were improper, failed to meet service specifications, or were otherwise questionable, and may offset penalties against any payment due.

CTDOT may withhold from the monthly payment for the last month of the Agreement period an amount which CTDOT believes, in good faith, to be sufficient to address any potential overpayments that need to be reconciled in connection with the Contractor's final invoice and any outstanding payment issues in connection with Agreement close out. Upon termination of the Agreement, the Contractor shall submit to CTDOT a final invoice accompanied by all of the required reports including any other financial or accounting information needed for Agreement close-out. The Contractor and CTDOT's project manager shall meet promptly to attempt to resolve any remaining disputed costs or charges or other outstanding issues.

Q. Drug and Alcohol Testing.

CTDOT will require that the Contractor to participate in the Connecticut Drug and Alcohol Testing Consortium, which is funded by the Connecticut Department of Transportation. The Contractor must adhere to all drug and alcohol testing requirements as mandated by the Federal Transit Administration and outlined in 49 CFR Parts 40 and 655, as amended. The Contractor must forward to CTDOT upon award of a contract a copy of the Contractor's Drug & Alcohol Testing Policy approved by the Contractor's governing board. CTDOT reserves the right to direct the Contractor to adopt the standardized policy instituted on behalf of the Consortium.

Attachment D – Scope of Work – Paratransit Services

Employee Assistance Program services are provided for all safety-sensitive employees and their family members under the auspice of the Consortium.

Attachment D – Scope of Work – Commuter Express Bus Services

3. Scope of Work – Commuter Express Bus Service

The project described herein is an operations contract, with administrative responsibilities. The Contract, when awarded, shall be to operate Commuter Express bus route services between Hartford and the following towns:

a. Vernon
b. Willimantic, Columbia, Mansfield, Andover, Coventry and Bolton
c. New Haven and Middletown
d. Old Saybrook, Essex, Chester, and Middletown via State Route 9 and I-91
e. Bristol and Plainville
f.Cheshire and Southington via I-84
g. Torrington, Winsted, Barkhamsted, and New Hartford

The Contractor will operate the commuter express bus routes and shall use local supervisors to perform the management required by Connecticut Department of Transportation (CTDOT)

The State owns a number of over-the-road coaches that it will provide to the contractors. The distribution of buses used for these services shall be determined based upon the availability of State-owned coach buses and in a manner to maximize the state's benefit. A list of the available equipment is included in Attachment B to the RFP. In cases where the contractor is to utilize buses which are entirely privately owned, such units must be coach type buses which are ADA accessible, no more than five (5) years old at the beginning of the Contract, capable of operating at highway speeds and have a seating capacity of no less than fifty (50). Proposers should supply prices for both state-supplied and contractor-supplied buses.

A. General Responsibilities of CTDOT

In support of the express commuter bus services, CTDOT shall be responsible for the following.

1. Route design, schedule development and fare policies.

2. Provision of express route schedules and timetables, which includes restocking the contractor with supplies of schedules as requested, and providing new schedules when and if schedules are modified by CTDOT.

3. Providing State-owned buses for use in the contracted service as negotiated with the contractor.

4. Determining fare amounts, policies and the variety of fare media to be made available.

5. Making subsidy payments, as required, to the contractor.

6. Administration and monitoring of Contracts and required Addenda

B. General Responsibilities of the Contractor

The selected contractor for each commuter express bus route shall be responsible for the following activities and functions.

1. Operation and management of commuter express bus routes in a safe, efficient and effective manner in accordance with the schedule determined by CTDOT

2. Report to CTDOT when a trip runs late or was not provided. Indicate the reason(s) for the delay or missed trip.

3. Provision of buses, if required, in conformance with the requirements stated under general description.

4. Repair and maintenance of buses and equipment, State-owned and otherwise, in conformance with all Federal and State requirements.

5. Maintain the cleanliness and professional appearance of buses used in the project.

6. The provision of a facility adequate for accommodation of the contracted bus operation as well as the repair, maintenance, parts storage and vehicle storage for this operation.

7. Accessibility of the utilized operational and administrative facility by CTDOT upon reasonable notice.

8. Provision of required fuel and inventory of required parts and other materials required for the operation.

9. Management, recruitment and hiring of all required human resources required to provide the services including, but not limited to drivers, mechanics, dispatchers, management and administrative staff.

10. CTDOT requires the Contractor to participate in the Connecticut Drug and Alcohol Testing Consortium, which is funded by the Connecticut Department of Transportation. The Contractor must adhere to all drug and alcohol testing requirements as mandated by the Federal Transit Administration and outlined in 49 CFR Parts 40 and 655, as amended.

The Contractor must forward to CTDOT upon award of a contract a copy of the Contractor's Drug & Alcohol Testing Policy approved by the Contractor's governing board. CTDOT reserves the right to direct the Contractor to adopt the standardized policy instituted on behalf of the Consortium. Employee Assistance Program services are provided for all safety-sensitive employees and their family members under the auspices of the Consortium

11. All employee training as may be required.

12. Implementation, enforcement and update of safety programs, as required.

13. Scheduling of required work, dispatching buses and customer relations, including the handling of service complaints.

14. Upkeep of a current maintenance plan for all buses employed in the contracted services, State-owned and others.

15. Security of utilized facilities, equipment and personnel.

16. Maintaining accurate and up-to-date inventories of State-owned buses and equipment.

17. Participation in the service budgeting process.

18. Procuring required insurance policies for coverage of any non state-owned vehicles and facilities, as well as workers' compensation, health insurance, and other insurances that may be required by labor contracts, agreements, or state and federal law

19. Participation as required in planning and modification of services in order to improve cost efficiencies and patronage through improved transit service.

20. Participation in public hearings, as required.

21. Generation of accurate monthly operating statistical reports, including but not limited to hours of service, mileage, calculation of expenses, reporting of all fare revenues, calculation of subsidy level and reporting of ridership levels by trip. These reports must be made utilizing formats provided by CTDOT. This includes conducting the necessary surveys and reporting as may be required by the Federal Transit Administration for the National Transit Database.

22. Maintaining coordination and communications between the contractor management and CTDOT.

23. Provision of management availability, in case of emergency.

24. Provide supplies of bus schedules on board buses and maintain existing websites depicting accurate and up-to-date schedule data and fare information.

25. The operation of additional services or service reductions, temporary or not, as required by CTDOT upon reasonable notification to the contractor by CTDOT.

26. Notify CTDOT in a timely fashion of all accidents resulting in property damage or personal injury in connection with the commuter service.

C. Service Areas - Maps of the service areas are available with the RFP on the DAS website http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

D. Service Information

Below are detailed descriptions of the various Services that the Contractors will provide. Detailed schedule information for all Hartford Express Commuter routes will be available as part of the posted RFP package CTDOT holds sole control of the service design for each route, including points of service and the times and frequencies of trips provided. CTDOT also holds control of passenger fares, including the amounts of fares and the variety of fare media available to passengers.

A. Vernon (Route #17)
Operates between Hartford and Vernon, Connecticut. The service operates on weekdays only and provides 1) ten morning inbound trips from Vernon to Hartford; 2) two mid-day outbound trips from Hartford to Vernon via the Buckland Park & Ride lot in Manchester; and 3) eleven afternoon outbound trips from Hartford to Vernon. Trips operate between the points in Vernon and Hartford as indicated in the posted schedule. Daily revenue operations consist of 391 miles and 16.15 hours.

B. Willimantic (Route #18)
Operates between Hartford and the towns of Willimantic, Mansfield, Columbia, Andover, Bolton and Coventry, Connecticut The service operates on weekdays only and provides 1) four morning inbound trips from Willimantic and connecting towns to Hartford; 2) one inbound morning trip from Coventry and Bolton to Hartford; 3) one mid-day outbound trip from Hartford to Willimantic and connecting towns; 4) four afternoon outbound trips from Hartford to Willimantic and connected towns; and 5) one afternoon outbound trip from Hartford to Bolton and Coventry. Daily revenue operations consist of 341 miles and 15.03 hours.

C. New Haven and Middletown (Route #20)

Operates between Hartford, Middletown and New Haven, via I-91. The service operates on weekdays only and provides 1) two morning trips from Hartford to Wethersfield, Middletown and New Haven; 2) one morning trip from New Haven to Middletown and Hartford; 3) two afternoon trips from New Haven to Middletown, Wethersfield and Hartford; and 4) one afternoon trip from Hartford to Middletown and New Haven. CTDOT is considering making adjustments to the timing of these trips. Daily revenue operations consist of 228 miles and 10.6 hours

D. Old Saybrook, Essex, Chester, and Middletown via State Route 9 and I-91 (Route #21)

Operates between Hartford and Old Saybrook, Essex, Chester and Middletown, via Route 9 and I-91. The service operates weekdays only and provides 1) four morning inbound trips from Old Saybrook to Hartford and connecting towns; 2) one mid-day outbound trip from Hartford to Old Saybrook and connecting towns; and 3) four afternoon outbound trips from Hartford to Old Saybrook and connecting towns. Daily revenue operations consist of 246 miles and 13.5 hours

E. Bristol and Plainville (Route #23)

Operates between Hartford and Bristol and Plainville. The service operates weekdays only and provides 1) five morning inbound trips from Plainville to Bristol to Hartford; 2) two direct morning inbound trips direct from Bristol to Hartford; 3) One mid-day outbound trip from Hartford to Bristol to Plainville; 4) seven afternoon outbound trips from Hartford to Bristol and Plainville. Daily revenue operations consist of 305 miles and 17.3 hours.

F. Cheshire and Southington via I-84 (Route #24)

Operates between Hartford and Cheshire and Southington. The service operates on weekdays only and provides 1) three morning trips inbound from Cheshire and Southington to Hartford; 2) one mid-day outbound trip from Hartford to Southington and Cheshire; and 3) four afternoon outbound trips from Hartford to Southington to Cheshire. Daily revenue operations consist of 205 miles and 8.6 hours.

G. Torrington, Winsted, Barkhamsted, and New Hartford (Routes 26 & 27)

Operates between Hartford and Winsted, Barkhamsted, New Hartford and Torrington. The service operates weekdays only and provides 1) two morning trips inbound from Winsted to Hartford via Barkhamsted and New Hartford; 2) two morning trips inbound from Torrington to Hartford; 3) two afternoon outbound trips from Hartford to Winsted via New Hartford and Barkhamsted; and 4) two afternoon outbound trips from Hartford to Torrington. Daily revenue operations consist of 245 miles and 10.8 hours

Attachment E – Form E-1 through E-5

INSTRUCTIONS

As outlined under Article VI, fully completed proposal forms (E1-E5) must be submitted with your proposal.

Attachment E – Form E-1 through E-5

FORM E-1
PROPOSER'S QUESTIONNAIRE **MANAGEMENT AND OPERATION OF FIXED ROUTE,** **COMMUTER EXPRESS AND PARATRANSIT SERVICES**
All information requested in this Questionnaire MUST be furnished by the proposer, and MUST be submitted with the proposal. Statements must be complete and accurate. Omission, inaccuracy and/or misstatement may be cause for the rejection of a proposal.
How did you learn of this request to submit proposals? ( ) 1. Received direct mail or email from the State. ( ) 2. Word of mouth. ( ) 3. Newspaper, magazine or newsletter.
Name of proposer exactly as it appears on the proposal and as it will appear on the Agreement: _____
Address of proposer and contact person for purposes of notice or other communication relating to the proposal: _____ Telephone No.: _____ Fax No: _____ E-mail address (if available)_____
Proposer intends to operate and manage the business with which this proposal is concerned as a Sole Proprietorship ( ); Partnership ( ); Corporation ( ); Joint Venture( )

FORM E-2

PROPOSAL
FOR
MANAGEMENT AND OPERATION OF FIXED ROUTE, COMMUTER EXPRESS AND PARATRANSIT SERVICES

Name of Proposer:

TO: Commissioner of Transportation
Connecticut Department of Transportation

Pursuant to and in compliance with your Request for Proposal for the Operation and Management of Fixed Route, Commuter Express and Paratransit Services, I (we) hereby propose to manage and operate the services as detailed in Parts A, B, and C of my (our) proposal. This proposal is a firm offer.

I (we) understand that the Commissioner, at his sole discretion shall have the right to rescind his selection and cancel all further negotiations prior to the State's execution of the Agreement.

I (we) further understand that the selected proposer, having approved the final draft of the Agreement, shall execute the Agreement in a proper manner and return the signed copies within ten (10) working days of said approval. If the copies are not executed and returned in accordance with the foregoing, the Commissioner, at his option, may rescind his selection.

In either event, the Commissioner's decision shall be final, and he may proceed to select another proposer, if he desires, and the previously selected proposer will have no claim or recourse against the Commissioner or the State.

My (our) personal and business financial statements, ownership statement, experience statement, method of operation

and corporate resolution are all attached hereto. In addition, I (we) further understand and agree as follows:

1. That I (we) have the capability to successfully undertake and complete the responsibilities and obligations as a successful proposer.

2. I (we) certify that to the best of my (our) knowledge and belief that, I (we) or any person associated with me (us) in the capacity of owner, partner, director, officer, principal, project director, manager, auditor or any other position involving the administration and business operation at a State owned facility:

   a. Am 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 seven-year period preceding this date been convicted of or had a civil judgment rendered against me/us for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Am 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 b above;

d. Have not within a seven-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

3. I (we) certify that the information contained in the proposal package and all supplemental information submitted by me (us) is, to the best of my (our) knowledge, true and is made in good faith. I (we) understand that if I (we) knowingly make any misstatement of fact, I (we) am subject to revocation of all privileges and to such other penalties as may be prescribed by law including false statements under Connecticut General Statute 53a-157.

4. The Commissioner of Transportation has the right to conduct any inquiry or investigation he deems reasonably appropriate to substantiate or supplement information contained in this proposal and I (we) consent to and authorize the release to the Commissioner or his designated representative any and all reasonable and pertinent information sought in such inquiry as set forth in the executed enclosed Authorization and Consent Form.

5. I (we) understand that the Commissioner reserves the right to negotiate final terms and conditions or modification of proposals, with any or all of the proposers, and to reject any or all proposals without cause or liability, and to accept that proposal which, in his opinion, will best serve the public interest.

Attachment E – Form E-1 through E-5

Signature of Proposer:
If, an **individual:** _____ doing business as: _____
If a **partnership:** _____ By_____, General Partner
If a **corporation:** _____ a _____ By: _____Title: _____
If a **limited liability company:** _____ a _____ By: _____ Title:_____

Attachment E – Form E-1 through E-5

Address of Proposer: _____

_____

E-mail Address:_____

Telephone No: _____Fax No: _____

Dated at _____this _____day of _____ 20_____

Attachment E – Form E-1 through E-5

SOLE PROPRIETORSHIP STATEMENT
If a *Sole Proprietorship*, complete the following:
1. Name in full:
2. Address:
3. Citizen of what country:
4. Social Security No.:
5. Date of Birth:
6. Place of Birth:

Attachment E – Form E-1 through E-5

CORPORATION STATEMENT	
If a *Corporation*, answer the following:	
1.	When incorporated:
2.	Where incorporated:
3.	Federal Identification Number:
4.	Is the corporation authorized to do business in Connecticut? Yes ( ) No ( ) If so, as of what date?
5.	The corporation is held: Publicly ( ) Privately ( )
6.	If publicly held, how and where is the stock traded?
7.	For privately held companies furnish the name, title, address and the number of voting and non-voting shares of stock held by each officer, director and principal shareholder.
8.	For privately held companies furnish the birth date, birth place for each person shown under Item 7 above.

Attachment E – Form E-1 through E-5

JOINT VENTURE STATEMENT	
If a *Joint Venture*, answer the following:	
1.	Date of organization:
2.	Joint Venture Agreement recorded? Yes ( ) No ( )
3.	Has the Joint Venture done business in Connecticut? Yes ( ) No ( ) If so, when?
4.	Furnish the name, address and date of birth for each Joint Venturer, if an individual.

Attachment E – Form E-1 through E-5

PARTNERSHIP STATEMENT	
If a *Partnership*, complete the following:	
1.	Date of Organization:
2.	General Partnership ( ) Limited Partnership ( )
3.	Statement of Partnership recorded? Yes ( ) No ( ) _____ Date Book Page Country
4.	Has the Partnership done business in Connecticut? Yes ( ) No ( ) When? _____
5.	Name, address, and date of birth for each general or limited partner, if an individual.

FORM E-3
REFERENCES
List four persons or firms with whom you have conducted business transactions during the past three years. At least two of the references named are to have knowledge of your debt payment history.
REFERENCE No. 1
Name:
Title:
Firm:
Address:
State:_____ Zip Code: _____
Telephone No.: _____Fax No: _____ E-mail Address:_____
Nature and magnitude of contract:

Attachment E – Form E-1 through E-5

REFERENCE No. 2
Name:
Title:
Firm:
Address:
State:_____ Zip Code: _____
Telephone No.: _____Fax No: _____ E-mail Address:_____
Nature and magnitude of contract:

Attachment E – Form E-1 through E-5

REFERENCE No. 3
Name:
Title:
Firm:
Address:
State:_____ Zip Code: _____
Telephone No.: _____Fax No: _____ E-mail Address:_____
Nature and magnitude of contract:

Attachment E – Form E-1 through E-5

REFERENCE No. 4
Name:
Title:
Firm:
Address:
State:_____ Zip Code: _____
Telephone No.: _____Fax No: _____ E-mail Address:_____
Nature and magnitude of contract:

FORM E-4
Authorization and Consent Form
I (we) hereby authorize and consent to the Connecticut Commissioner of Transportation, or his duly authorized designee, the right to investigate and/or make inquiry regarding my business affairs as he deems reasonably appropriate with any Federal, or State or municipal agency, board, commission or other entities relating to criminal, civil, business or financial matters to aid the Commissioner in reviewing the proposal submitted herewith. All such reports or information obtained will be considered confidential.
Officers:
Name: _____ Address: _____ Title: _____Date of Birth: _____ Signature: _____ Date: _____
Name: _____ Address: _____ Title: _____Date of Birth: _____ Signature: _____ Date: _____
Name: _____ Address: _____ Title: _____Date of Birth: _____ Signature: _____ Date: _____

Attachment E – Form E-1 through E-5

Attachment E – Form E-1 through E-5

FORM E-5

NON-COLLUSION FORM

Each proposer and each person signing on behalf of any proposer, and in the case of a joint Proposal, each party thereto, shall sign the following certification:

I hereby certify that:

1) The financial information contained in this Proposal has been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such information with any other proposer or with any competitor;
2) Unless otherwise required by law, the financial information which is included in this Proposal has not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening of the proposal, directly or indirectly, to any other proposer or to any competitor; and,
3) No attempt has been or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

I understand that a false statement made in this Non-Collusion Form may be punishable as a criminal offense under § 53a-157b of the Connecticut General Statutes.

_____

Firm

_____

By

_____

Date

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) **"Gift"** has the same meaning given that term in C.G.S. § 4-250(1);
6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date Name of Contributor Recipient Value Description

_____

_____

_____

_____

_____

_____

_____

_____

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date Name of Contributor Recipient Value Description

_____

_____

_____

_____

_____

_____

_____

_____

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

_____ _____
Printed Contractor Name **Signature of Authorized Official**

Subscribed and acknowledged before me this _____ day of _____, 20___.

_____
Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ _____
Awarding State Agency Planning Start Date

_____
Contract Number or Description

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below**:

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ _____
Name of Former State Agency Termination Date of Employment

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

_____ _____
Printed Name of Bidder or Vendor **Signature of Chief Official or Individual Date**

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20___.

_____
Commissioner of the Superior Court
or Notary Public

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106 – 1628

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Attachment H – State Elections Enforcement Commission Form 11

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.