

**REQUEST FOR PROPOSALS
FOR
TICKET VENDING MACHINE SYSTEM
FOR CTrail STATIONS AND RELATED LOCATIONS
SOLICITATION # 14DOT7003
INSTRUCTIONS TO PROPOSERS**

1. INTRODUCTION

The Connecticut Department of Transportation (“CTDOT”) is seeking to engage a qualified and experienced contractor (“Contractor”) to provide a ticket vending machine system (System) and operation and maintenance services for the System for CTDOT’s new *CTrail* Hartford Line passenger rail service (*CTrail* Hartford Line Service) between New Haven, Connecticut and Springfield, Massachusetts. CTDOT is issuing this Request for Proposals (RFP) to solicit responsive proposals (“Proposals”) from those interested in being considered for this assignment (“Proposers”).

This RFP includes these Instructions to Proposers, the attached Price Proposal Form (Attachment A), the attached Scope of Work (Attachment B), and the attached draft Agreement (Attachment C) that the successful Proposer will enter into with CTDOT. Definitions of undefined, capitalized terms included in these Instructions to Proposers are found in the attached Scope of Work or the draft Agreement.

2. SCOPE OF WORK OVERVIEW

This RFP anticipates the award of an Agreement for the work, materials, and services described in the Scope of Work and the draft Agreement. The successful Proposer will provide the following, which are more particularly defined in the Scope of Work and the draft Agreement:

- A. Ticket Vending Machines (“TVMs”)
- B. Data Collection and Reporting System (“DCRS”)
- C. Project Management
- D. Design (subject to CTDOT review)
- E. Inspection and Testing
- F. Revenue Service Operations during the Operation and Maintenance Period (as defined in

- the draft Agreement)
- G. System Operation and Maintenance Services and Support during Operation and Maintenance Period (5 years)
 - H. Any Options, set forth in the Scope of Work, exercised by the State

3. GENERAL INSTRUCTIONS TO PROPOSERS

- A. **Communications and Access to Information:** Questions regarding the RFP must be submitted via e-mail to: dot.ctrail@ct.gov

All RFP questions must be submitted no later than **5 p.m. Eastern Time (E.T.) on December 29, 2014**. Except as may be determined by CTDOT, no questions will be considered or addressed after this time. Questions will be responded to in writing via Addendum by January 9, 2015

RFP information including Addenda will be available on the following website: http://www.biznet.ct.gov/scp_search/BidResults.aspx?groupid=64. Responders are responsible for monitoring this website for posting of any Addenda to the RFP.

Additional background program information can be found at the *CTrail* Hartford Line website via the following link: www.nhhsrail.com.

- B. **Delivery of RFP Responses:** The Proposal shall be in sealed envelopes upon which a clear indication has been made of the RFP reference title, the date and time the Proposal is due, and the name and address of the Proposer. The Price Proposal must be provided in a separate, sealed envelope from the Technical Proposal, as more particularly described below in section 4.
- C. **Signature and Responsible Person(s):** The Proposal shall be signed by an official authorized to bind the Proposer. The Proposal shall also provide the name, title, address, email, and telephone number for individual(s) with authority to negotiate and contractually bind the Proposer, and for those who may be contacted for the purpose of clarifying the information provided.
- D. **Submittal Deadline:** Proposals shall be delivered via courier (e.g., UPS, FedEx) or hand delivery and received no later than **January 28, 2015 at 3:00 p.m., E.T.** at the following address:

Carl L. Jackson
Rail Administrator
Connecticut Department of Transportation, Office of Rail
50 Union Ave, 4th Floor West
New Haven, CT 06519

No proposals received after this deadline will be considered.

CTDOT may amend this RFP, at its discretion, prior to the Proposal submission deadline by issuing Addenda to the RFP. In such event, CTDOT, at its sole discretion, may extend the Proposal submission deadline as it deems appropriate.

- E. **Copies:** Proposers shall submit ten (10) paper copies of the Proposal and one (1) electronic (.pdf) copy on a CD.

4. PROPOSAL SUBMISSION REQUIREMENTS

Proposers must submit a Technical Proposal and a Price Proposal.

Technical Proposal

Proposers must provide the following information in a Technical Proposal that must not exceed twenty (20) pages in length:

- A. Cover Letter (1 page)
- B. Identification of the Proposer entity. If a corporation, limited partnership, or limited liability company, the Proposer must submit a current corporate, partnership, or company record print-out from Secretary of State's Office (not counted toward page count). Please note that the Contractor will be required to be registered to do business in the State of Connecticut as of the date of Notice to Proceed.
- C. Description of the project team, including a brief profile of the persons responsible for performing the work under the Agreement:
 - 1) Organizational chart.
 - 2) Resumes for key personnel (maximum of two (2) pages per person and not included in the twenty (20) page limit)
 - 3) Identification of proposed subcontractor(s) on the project team and what duties will be subcontracted.
- D. Narrative detailing the Proposer's ability to comply with the Scope of Work and the requirements in the draft Agreement. Include any elements of its Proposal that exceed the requirements, or provide enhancements to the System beyond those identified in the Scope of Work ("Value Elements").
- E. A brief description for up to five (5) similar, completed, or on-going TVM production and Operations & Maintenance (O&M) services performed by the Proposer, limited to one (1) page each, not included in the page count, including client contact information for each.
- F. The following forms shall be completed, properly signed, and returned as part of the Technical Proposal, but will not be included in the page count:
 - 1) OPM Ethics Form 5, Form 6, and Form 7.
http://www.ct.gov/opm/cwp/view.asp?a=3006&Q=386312&opmNav_GID=1386

Price Proposal

Proposers must provide pricing using the Price Proposal Form attached as Attachment A to these Instructions to Proposers. The Proposer must submit the completed Price Proposal Form in a sealed envelope labeled, “PRICE PROPOSAL” separate from the Technical Proposal portion of its Proposal.

5. EVALUATION CRITERIA

The evaluation of the Proposals received will use the following general criteria and relative weights:

- Technical Proposal 65%
- Price Proposal 35%

Technical Evaluation

The main criteria for evaluation of the Technical Proposals are identified in the Criteria Technical Response Table (sections A-C) below. The maximum number of points that will be awarded for each criterion is shown. Points are awarded based on verification of experience and the requirements as stated for each criterion below:

<i>Criteria Technical Response</i>		<i>Maximum Points per Criterion ("Technical Score")</i>
A.	<u>Proposed System</u> – Ability to comply with Scope of Work requirements. Compliance with Scope of Work = twenty (20) points. Up to five (5) additional points may be awarded by the evaluators for additional Value Elements offered by the Proposer’s Technical Proposal.	25

<p>B.</p>	<p><u>Proposer Experience</u> - Proposer qualifications, experience and references in providing and implementing similar systems based on:</p> <ul style="list-style-type: none"> • At least ten (10) years of experience in providing similar systems (components and nature). • Examples of up to five (5) previous projects similar to this project undertaken in the last five (5) years. • Demonstrated experience with public sector transit and rail systems. • Demonstrated TVM O&M experience <ul style="list-style-type: none"> ✓ Demonstrated experience in DCRS hosting. ✓ Demonstrated experience with hardware and software maintenance and support. • Demonstrated experience performing on-site training programs. • Client references. Up to five (5) references may be considered. <p>Proposer will be scored, based on the above, up to twenty-five (25) points. Up to five (5) additional points may be awarded by the evaluators for additional experience/qualifications offered in the Proposer's Technical Proposal.</p>	<p>30</p>
<p>C.</p>	<p><u>Project Management:</u> Proposed project team qualifications, experience and certifications for personnel and the organization of the Proposer entity, based on:</p> <ul style="list-style-type: none"> • Demonstrated competence of each key team member, documented by client references in the function assigned to each such member in the organizational chart. • Each key team member's involvement in the example projects presented under section B of this table. • Evidence of qualifications, as applicable, for each key team member. This may include degrees, certifications, licenses, or other documents demonstrating an individual's abilities for the role proposed. • Proposer's approach to quality assurance, including the related qualifications and experience of the individual(s) proposed with responsibility for quality assurance. <p>Proposer will be scored, based on the above, up to eight (8) points. Up to two (2) additional points may be awarded by the evaluators for additional, relevant, experience or qualifications offered in the Proposer's Technical Proposal.</p>	<p>10</p>

CTDOT, at its sole discretion, may identify and use more detailed evaluation criteria, which will be based on the main criteria identified above in the Criteria Technical Response Table (sections A–C).

Financial Evaluation

The Proposal with the lowest proposed price for the Base System (excluding Options) will receive the maximum of thirty-five (35) points for its Price Proposal. Other, higher priced Proposals, will receive fewer points based on the following formula.

“Price Score” = Lowest proposed price for total cost (Base System) ÷ proposed price for total cost (Base System) X 35

Total Score

“Total Score” = Price Score + Technical Score

CTDOT will select the Proposer with the highest Total Score on the basis of the above criteria and calculations.

6. CONDITIONS OF PROPOSALS

A. All Proposers shall adhere to the following conditions:

- 1) Conformance with statutes - Any Agreement executed as a result of this RFP shall be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- 2) Ownership of Proposals - All Proposals in response to this RFP are to be the sole property of CTDOT, and subject to the provisions of Section 1-210 of the Connecticut General Statutes (Re: Freedom of Information).
- 3) Oral agreements- Any alleged oral agreements or arrangements made by a Proposer with any agency or employee will be superseded by the written Agreement.
- 4) Amending or canceling requests - CTDOT reserves the right to amend or cancel this RFP prior to or after the submittal deadline, if it is in the best interests of the CTDOT or the State of Connecticut (State), as determined by CTDOT in its sole discretion.
- 5) Rejection for default or misrepresentation - CTDOT reserves the right to reject the Proposal if the Proposer is in default of any prior contract or for misrepresentation in its Proposal.
- 6) Rejection for substantial incompleteness - CTDOT reserves the right to reject without evaluating and scoring the Proposal of any Proposer which is substantially incomplete.

- 7) CTDOT's clerical errors - CTDOT reserves the right to correct inaccuracies resulting from its clerical errors in this RFP.
- 8) Rejection of qualified proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.
- 9) Changes to Proposal- No additions or changes to the original Proposal will be allowed after submittal. While changes are not permitted, clarification at the request of CTDOT may be required at the Proposer's expense.
- 10) Collusion - By responding, the Proposer represents that its Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. The Proposer further represents that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Proposer's Proposal preparation.

B. Rights reserved to CTDOT:

- 1) CTDOT reserves the right to award in part, to reject any and all Proposals in whole or in part, and to waive defects, irregularities, and omissions if, in its sole judgment, the best interest of the State will be served.
- 2) CTDOT reserves the right to schedule interviews with any or all Proposers after review of Proposals.
- 3) CTDOT reserves the right to modify, add to, or delete terms or conditions addressed in this RFP at any time during the selection process and/or the negotiation process, when it is deemed by CTDOT to be in the best interest of the State to do so.
- 4) CTDOT reserves the right to:
 - i. Award the Agreement to the Proposer with the highest Total Score identified in the "Evaluation Criteria" section;
 - ii. Negotiate a final Agreement with that highest scoring Proposer if, in the CTDOT's sole discretion, negotiations are necessary;
 - iii. Enter negotiations with the second highest scoring Proposer if CTDOT cannot reach agreement with that highest scoring Proposer; or
 - iv. Repeat this process, if necessary, with other Proposers.
 - v. Cancel this process and/or initiate to new RFP process.
 - vi. Correct any inconsistencies, ambiguities, or errors that may exist in the Scope of Work or draft Agreement and to clarify Agreement terms, including technical requirements, if any such changes are needed or desired by CTDOT.

7. STANDARD RFP TERMS AND CONDITIONS

- A. All Proposals shall be signed by a person duly authorized to sign proposals on behalf of the Proposer.
- B. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Proposal prices.
- D. As described below, the Commissioner of CTDOT may withhold from disclosure any Proposal until the completion of the procurement process. However, upon receipt by CTDOT, the Proposal is considered a public record or file, subject to the Freedom of Information Act (“FOIA”). Accordingly, each Proposer shall identify any and all information that it considers to be confidential as proprietary or trade secret. Those particular sentences, paragraphs, pages or sections that the Proposer believes to be proprietary or trade secret shall be specifically and clearly identified as such. Each Proposer seeking to claim an exemption for a trade secret or proprietary information must provide a convincing explanation and rationale consistent with the law sufficient to justify treating the identified information as proprietary or trade secret under § 1-210(b) of the Connecticut General Statutes, including the representation that such information is not already in the public domain. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Candidate that would result if the identified material were to be released, and set forth the reasons it believes the material is legally exempt from release pursuant to FOIA. If the Proposer indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, CTDOT will first review such claims to make sure they are consistent with FOIA (that is, the documentation is actually a trade secret or commercial or financial information and not required by statute), and if so, will endeavor to keep said information confidential to the extent permitted by law. See, *e.g.*, Section 1-210(b)(5)(A-B). The final administrative authority deciding whether to release or exempt any or all material so identified rests solely with CTDOT; subject to adjudication by the Freedom of Information Commission (FOIC) should the Proposer’s claim of proprietary or trade secret information be challenged. CTDOT, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should CTDOT withhold such documentation from a FOIA requester and a complaint be brought to the FOIC, the Proposer shall have the burden of cooperating with CTDOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall CTDOT or the State of Connecticut (State) have any liability for the disclosure of any documents or information in its possession which the State or CTDOT believes are required to be disclosed pursuant to FOIA or other requirements of law.

By submitting a Proposal, each Proposer agrees that the State may reveal any trade secret

materials contained in such Proposal to all staff and officials involved in the selection process, and to any outside consultants, legal counsel or other third parties who serve on the evaluation committee or who are hired to assist in the selection process. Each such individual who receives such information will be required to sign a confidentiality form. Furthermore, each Proposer agrees to indemnify and hold harmless the State and each of its officers, employees, consultants, counsel and agents from all costs, damages and expenses incurred in connection with CTDOT refusing to disclose any material which the Proposer has designated as a trade secret or proprietary. Any Proposer that designates its entire proposal as a trade secret or proprietary may be disqualified by the CTDOT, in its sole discretion.

Subject to any particular FOIA request that may be made, pursuant to Section 1-210(b) (24) of the Connecticut General Statutes, the Commissioner of CTDOT may (subject to the balancing test required by Section 1-210(b) (24)) withhold from disclosure the Proposal until the agreement contemplated by this RFP has been executed or when negotiations for the award of such agreement have ended, whichever occurs earlier.

Section 1-210(b)(24) provides that nothing in FOIA shall be construed to require the disclosure of:

“Responses to any request for proposals or bid solicitation issued by a public agency or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file.”

- E. Performance bonds are required, as more particularly described in the draft Agreement. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation, with the signature placed above their official title and the corporate seal affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are “doing business as”; Individual - must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.
- F. Section 4a-81 of the Connecticut General Statutes requires that this solicitation include a notice of the consulting affidavit requirements described in the statute. Accordingly, pursuant to Section 4a-81, Proposers are notified as follows:
 - (a) No state agency or quasi-public agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the

written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the Proposer awarded an Agreement described in subsection (a) of this section or the individual awarded such Agreement who is authorized to execute such Agreement, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted.

(2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.

(3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.

(4) Such affidavit shall be updated no later than thirty (30) days after the effective date of any such change contained in the most recently filed affidavit or upon submittal of any new Proposal, whichever is earlier.

(c) If a Proposer refuses to submit the affidavit required under subsection (b) of this section, then CTDOT shall not award the Agreement to such Proposer and shall award the contract to the next highest ranked Proposer or seek new Proposals.

G. Section 4-252 of the Connecticut General Statutes requires that the RFP, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in that statute. Accordingly, pursuant to the Section 4-252, vendors are notified as follows:

1) The terms "gift," "quasi-public agency," "state agency," "large state contract,"

“principals and key personnel” and “participated substantially” as used in this section shall have the meanings set forth in Section 4-252 of the Connecticut General Statutes.

- 2) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.
- 3) Any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large State contract shall certify on such forms as the State shall provide:
 - (i) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiated State contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (a) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (b) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;
 - (ii) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
 - (iii) That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person.
- 4) Any bidder or proposer that does not make the certification required under this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.
- 5) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract a notice of the certification requirement of this section.

H. With regard to a State contract as defined in Section 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 State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment C, Schedule E.

- I. The successful Proposer must execute and deliver a nondiscrimination affidavit or resolution using the applicable form available from available from the website of the Office of Policy and Management at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806 at the time that it executes the Agreement. The execution and submittal of this affidavit or resolution is a condition precedent to CTDOT executing the Agreement, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

- J. This RFP is not an agreement and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which Proposals are solicited. Attachment C to this RFP is a draft Agreement and it is included in this RFP for informational purposes only in order to show the agreement provisions that CTDOT requires for this RFP. The successful Proposer shall be bound by the terms and conditions of the draft Agreement, as it may be modified by agreement of the parties. After CTDOT selects a Proposer, CTDOT will deliver an Agreement with any updated language and finalized Schedules and attachments to the successful Proposer for negotiation. If, for whatever reason, CTDOT and the initial Proposer fail to reach consensus on the issues relative to an Agreement, then CTDOT may commence agreement negotiations with other Proposers.

Attachment A

Price Proposal Form

**CTrail Ticket Vending Machine System
Price Proposal Form
Base System and Options**

Base System			
Item No.	Description	Qty	Entire Amount
1	One (1) Data Collection and Reporting System installed, tested and accepted	1 EA	\$.
2	Twenty (20) TVMs installed, tested and accepted	1 LS*	\$.
3	Three (3) spare TVMs	1 LS	\$.
4	Forty (40) spare bill vaults	1 LS	\$.
5	Forty (40) spare coin vaults	1 LS	\$.
6	Training and manuals provided and accepted	1 LS	\$.
7	System Operation and Maintenance (invoiced per month, for a five (5)-year duration, commencing from date of successful completion of a successful 30-Day Operational Test)	5 YR	\$.
7a	Debit/credit handling fees and contracts	5 YR	\$.
7b	Revenue servicing fees and contracts	5 YR	\$.
7c	All other operation and maintenance expenses	5 YR	\$.
	(include 7a,7b and 7c in total under item 7)		
8	Special tools & test equipment	1 LS	\$.
9	Non-recurring engineering	1 LS	\$.
Total	Base System Price		\$.
GRAND TOTAL	BASE SYSTEM ITEMS 1 THROUGH 9 plus ALL OPTIONS (page 2)		\$.

* LS = Lump Sum

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Price Proposal Form: Options			
Item No.	Description	QTY	Entire Amount
Option 1a	1 st additional set of ten (10) TVMs installed, tested and accepted**	1 LS	\$.
Option 1b	Five (5)-year System Operation and Maintenance for 1 st additional set of ten (10) TVMs (invoiced per month)	5 YR	\$.
Option 1c	Five (5)-year Extension to the System Operation and Maintenance for 1 st additional set of ten (10) TVMs (invoiced per month)	5 YR	\$.
Option 1d	2 nd Five (5)-year Extension to the System Operation and Maintenance for 1 st additional set of ten (10) TVMs (invoiced per month)	5 YR	\$.
Option 2a	2 nd additional set of ten (10) Ticket Vending Machines installed, tested and accepted**	1 LS	\$.
Option 2b	Five (5) -year System Operation and Maintenance for 2 nd additional set of ten (10) TVMs (invoiced per month)	5 YR	\$.
Option 2c	Five (5)-year Extension to the System Operation and Maintenance for 2 nd additional set of ten (10) TVMs (invoiced per month)	5 YR	\$.
Option 2d	2 nd 5-year Extension to the System Operation and Maintenance for 2 nd additional set of ten (10) TVMs(invoiced per month)	5 YR	\$.
Option 3a	3 rd additional set of ten (10) TVMs installed, tested and accepted**	1 LS	\$.
Option 3b	Five (5)-year System Operation and Maintenance for 3 rd additional set of 10 TVMs (invoiced per month)	5 YR	\$.
Option 3c	Five (5)-year Extension to the System Operation and Maintenance 3 rd additional set of ten (10) TVMs (invoiced per month)	5 YR	\$.
Option 3d	2 nd Five (5)-year Extension to the System Operation and Maintenance 3 rd additional set of ten (10) TVMs (invoiced per month)	5 YR	\$.
Option 4a	Five (5)-year Extension of Operation and Maintenance Period for 19 Base Contract TVMs (invoiced per month)	5 YR	\$.
Option 4b	2 nd Five (5)-year Extension of Operation and Maintenance Period for 19 Base Contract TVMs (invoiced per month)	5 YR	\$.
Option 5	Wireless connection for one (1) TVM (invoiced per month, with five-year duration)	5 YR *	\$.
Option 6	Parking - mobile payment capability for TVMs	1 LS	\$.
SUBTOTAL	OPTIONS 1 through 6		\$.

* Option 5 (Wireless connection) may be executed three (3) times per TVM, for fifteen (15) total years of wireless service per TVM.

** Contractor to include TVM installation costs as part of Options. For the purposes of submitting the Price Proposal, assume two (2) platform-bound TVMs at each station, with five (5) stations being installed per option.

NEW HAVEN – HARTFORD – SPRINGFIELD HIGH SPEED RAIL PROGRAM

STATE PROJECT NO. 170-2296

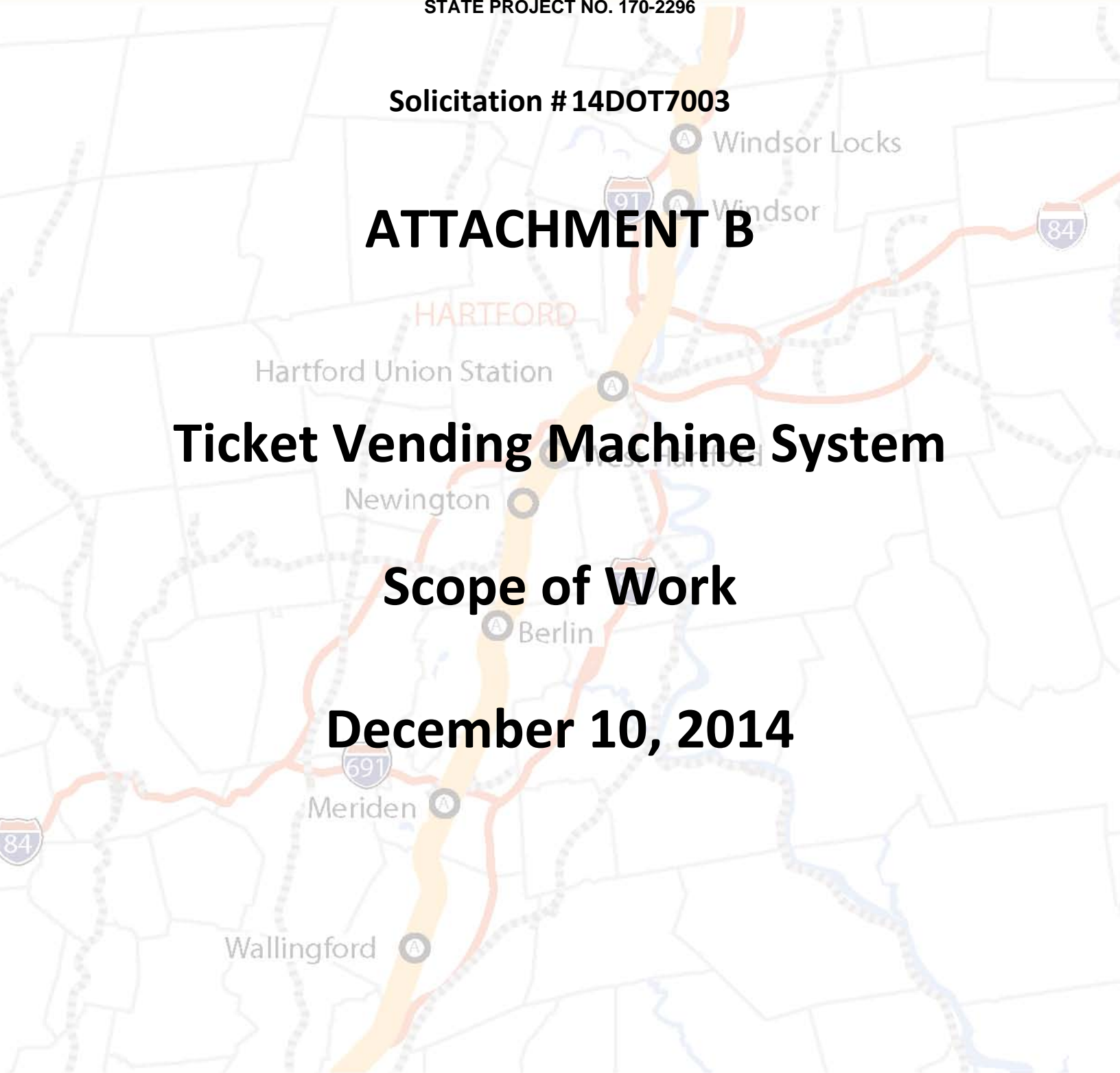
Solicitation # 14DOT7003

ATTACHMENT B

Ticket Vending Machine System

Scope of Work

December 10, 2014



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TICKET VENDING MACHINE SYSTEM

Part 1 - GENERAL

1. SUMMARY

- A. This document describes the ticket vending machine system (“System”) for the **CTrail** regional passenger service. Options for the expansion of the System to the Connecticut Department of Transportation’s (CTDOT) Shore Line East (SLE) are included.
- B. The Contractor shall be responsible for all aspects of the design, build, and installation and testing of the System.
- C. The Contractor shall be responsible for all aspects of the operation and maintenance of the ticket vending machine system (“Operation and Maintenance”), until the completion of the Operation and Maintenance period. The Operation and Maintenance period commences upon completion of a successful 30-Day Operational Test, as defined in Part 2, section 3.E. and continues for an initial five (5) year period. At CTDOT’s option, it may extend the Operation and Maintenance period in accordance with the Options set forth in the Price Proposal Form.
- D. The Contractor will also be responsible for revenue servicing of the Ticket Vending Machines (“TVM”), which includes, but is not limited to, ticket stock, receipt stocking, and cash handling.
- E. All references to CTDOT responsibilities may be delegated by CTDOT to its authorized representative(s). This includes, but is not limited to, installation approvals, Data Collection and Reporting System (“DCRS”) access, and receipt of training.

2. REFERENCES

- A. Reference Standards: The Contractor shall provide the System meeting or exceeding the requirements of the following publications and organizations as applicable:
 - 1. Aluminum Association of America;
 - 2. American National Standards Institute (ANSI);
 - 3. American Society of Mechanical Engineers (ASME);
 - 4. American Society for Testing and Materials (ASTM);
 - 5. International Organization for Standardization (ISO)/Institute of Electrical and Electronics Engineers (IEEE);
 - a. ISO/IEEE 7816-4, Organization, Security and Commands for Interchange, IEEE
 - 6. National Electrical Code (NEC);

7. National Electrical Safety Code (NESC);
 8. Underwriters' Laboratories, Inc. (UL)
 - a. UL 751 – Standard for Vending Machines;
 9. ANSI National Fire Protection Association (NFPA) publication 70 (ANSI/NFPA 70);
 10. Title 49, Code of Federal Regulations (CFR), Part 37 - Transportation Services for Individuals With Disabilities (ADA);
 11. Federal regulations related to automated teller machines (49 CFR Parts 27, 30 and 37) and appended guidelines for controls and operating mechanisms (Appendix Chapter A4.27) must be addressed in the fare system equipment design;
 12. Payment Card Industry Security Standards Council (PCI SCC) Payment Application Data Security Standard (PA DSS);
 13. Americans with Disabilities Act (ADA) - Accessibility Guidelines (ADA-AG) published by the United States Access Board.
- B. Capitalized terms that are referenced but not defined herein are terms of art in the field of TVMs and have the customary meaning ascribed to them by those of ordinary skill in such field.

3. SUBMITTALS BY THE CONTRACTOR

- A. All submittals shall be subject to CTDOT review and approval.
- B. Contract Data Requirements List (CDRL) - Design Submittals:
 1. The Design Reviews shall include a Preliminary Design Review (“PDR”) and a Final Design Review (“FDR”). The purpose of these reviews shall be to evaluate the progress and technical adequacy of the System design and conformance with the requirements of this Scope of Work.
 2. Preliminary Design Review:
 - a. Product Data: The Contractor shall submit to CTDOT the manufacturer’s data sheets indicating System components proposed for use, including instruction manuals, prior to procurement of any such components by the Contractor. Procurement of System components by the Contractor prior to completion of this required PDR submittal is done so at Contractor’ own risk.
 - b. Customer Interface: The Contractor shall submit to CTDOT a flow chart of all possible customer transactions, showing all interactive instructions and messages to be displayed and/or provided by the TVM, cancellation processes, timeouts, etc.

- c. TVM Design: The Contractor shall submit to CTDOT an overall design for the TVM that meets or exceeds the requirements herein. This shall include TVM/back-office interface information.
 - d. Back Office Design: The Contractor shall submit an overall design for the back office infrastructure that meets or exceeds the requirements herein. This shall include TVM/back-office interface information.
3. Final Design Review:
- a. Update of PDR Documentation: The Contractor shall update the PDR documentation addressing comments issues and changes identified during the PDR phase.
 - b. Human Factors: The Contractor shall provide to CTDOT evidence that focus groups have been utilized in finalizing the customer interface.
 - c. Modular Design: The Contractor shall provide to CTDOT a demonstration showing how modular design has been incorporated into the System. This shall include a description of those components that are modular, defining in detail the interfaces and functions of each module, and demonstrating that the modules may be easily removed and replaced to accommodate new functionality.
 - d. TVM Design: The Contractor shall submit to CTDOT a comprehensive and complete design for the TVM that meets or exceeds the requirements herein. This shall include TVM/back-office interface information.
 - e. Back Office Design: The Contractor shall submit to CTDOT a comprehensive and complete design for the DCRS and other back office infrastructure that meets or exceeds the requirements herein. This shall include TVM/back-office interface information.
 - f. Shop Drawings: The Contractor shall submit to CTDOT two (2) full and complete sets of shop drawings including connection diagrams for interfacing equipment, a list of connected equipment, and layout of all major equipment components.
 - g. Operation and Maintenance Data: The Contractor shall submit to CTDOT the manufacturer's operation and maintenance data, customized to the System installed, and including System, operator and maintenance manuals.
 - h. Installation and Interface Plan: The Contractor shall submit a plan to CTDOT which shall indicate the method of installation and all connections, the installation schedule, and any operational support required of CTDOT or other contractors. The installation and interface Plan shall also include the procedures for interfacing with the station managers and other CTDOT contractors.

C. CDRL - As-Built Submittals:

1. Shop Drawings: The Contractor shall submit to CTDOT two (2) complete sets of as-built shop drawings including connection diagrams for interfacing equipment, list of connected equipment, and layout of major equipment components prior to completion of Factory Acceptance Test (“FAT”) as defined in Part 2, section 3.C.
2. Record Drawings: During construction, the Contractor shall maintain record drawings indicating location of equipment and wiring. The Contractor shall submit to CTDOT an electronic version of record drawings prior to completion of the 30-Day Operational Test.

D. CDRL Verification Submittals:

1. Test Plans and Procedures: The Contractor shall submit the test plans and procedures for CTDOT’s approval prior to any tests being conducted. Such plans and procedures shall demonstrate that all components and features of the System are tested and will perform as required by this Scope of Work.
2. Field Tests:
 - a. Procedures, example report form(s) and example test result format shall be submitted to CTDOT by the Contractor forty-five at least (45) days prior to testing;
 - b. Results from such testing shall be submitted to CTDOT within one (1) week after test completion.
3. PCI SCC compliance: The Contractor shall provide to CTDOT a full PCI compliant self-assessment and penetration test on all segments of the System by a CTDOT-approved independent third party. The results shall be submitted to CTDOT prior to the FAT.
4. Europay, MasterCard, Visa (“EMV”) standard compliance: The Contractor shall provide a System which is certified as compliant with the standards of an acceptable open payment platform.
5. FAT Report: The purpose of the FAT test shall be to verify that equipment to be supplied under this Scope of Work functions as described in these specifications. FAT details are specified in Part 2, Section 3. C. The successful completion of the first FAT and submittal of the report shall be a prerequisite to produce the remainder of the equipment. Successful completion of subsequent FATs shall be a prerequisite to install or deliver equipment to CTDOT.
6. 30-Day Operational Test Report: At completion of System installation, the 30-Day Operational Test shall be conducted and a test report documenting the

results shall be submitted to CTDOT. The Operation and Maintenance period shall begin upon successful completion of the 30-Day Operational Test.

E. Training Submittals:

1. Outlines: The Contractor shall provide to CTDOT the training program plan and draft manual outlines prior to the FAT.
2. Draft Materials: The Contractor shall provide to CTDOT draft training materials and manuals at least three (3) months prior to System installation.
3. Training: The Contractor shall conduct three (3) of each training course for CTDOT and Service Provider staff on the DCRS and TVM servicing prior to the 30-Day Operational Test.
4. Final Materials: The Contractor shall provide final training materials and manuals to CTDOT prior to completion of 30-Day Operational Test.

4. SYSTEMS DESCRIPTION

A. The design shall provide for TVMs and related back office equipment in the quantities and locations shown in the TVMS Installation Layout table set forth in Part 5, section 3.

B. Design Requirements – Overall System

1. TVMs shall be capable of dispensing passes compatible with the CT Transit bus, CT**fastrak** Bus Rapid Transit (BRT) and Metro-North Railroad (“MNR”) fare collection equipment for a seamless System for customers to use one type of fare media.
2. Data shall be stored in a relational database (e.g. Oracle, Structured Query Language (SQL)) to allow for ease of reporting and combining revenue and maintenance data for the entire System.
3. Equipment shall be modular in design to permit rapid field replacement of malfunctioning modules as field replaceable units. Assemblies and components that perform identical functions within the System shall be mechanically and electrically interchangeable. All interchangeable modules, components and boards shall be mechanically keyed in a manner that makes it impossible to insert any such module, component or board into locations other than its correct location on the proper chassis. Modular parts, components, and assemblies shall be serialized and clearly marked.
4. All System equipment shall be designed to require only simple and minimal scheduled and unscheduled maintenance tasks. For ease of service, all electrical connections between components and subassemblies shall be established by means of connectors, to allow for rapid removal of a component and/or subassembly from the TVM. Plug-in connections shall be made simply, quickly

and securely and shall be equipped with strain relief to prevent damage to cables and connectors.

5. TVM software logic shall include diagnostic capability to identify defective modules.
6. Fare Tables
 - a. Internally stored fare tables shall be sized with at least 110% of the sufficient space for issuing **CTrail** regional, SLE tickets, MNR, CT Transit and **CTfastrak** tickets.
 - b. The System shall simultaneously be capable of handling **CTrail** regional, SLE, MNR, **CTfastrak** and CT Transit fare and discount types. If a travel route is purchased across agency lines, the TVM shall calculate and produce all necessary fare media. For reconciliation purposes, fare media value shall be stored and reportable in the DCRS by line.
 - c. The TVM application software shall be designed to accommodate any fare structure as a configuration item. The fare table shall also be developed so it will allow reconfiguration to a flat fare, a zone or a distance based fare system. The fare matrix used shall allow for a seamless conversion to any type of fare system and shall have no impact on the operation of the TVM software or the customer.
 - d. Once new fare tables are created on the DCRS, it shall be possible to batch download the new fare table(s) from the DCRS to all TVMs or designated groups of TVMs via the data communications link without the need to manually select individual TVMs for update. New fare tables shall also be transferable onto a Solid-State Memory Module (SSMM) or other removable storage media, which can then be loaded into the TVM by a Contractor service technician. Once fare tables are downloaded into the TVM, the new fare table shall be activated automatically in the TVM at the specified date/time as determined by CTDOT.
7. Parking
 - a. The System shall provide for parking fee collection via the TVM. Parking fee payment shall be for a specific numbered parking space.
 - b. Parking payments shall be integrated into the TVM interface so separate credit/debit transactions are not necessary to pay for train fare and a parking space.
 - c. The TVM shall produce a parking fee receipt. This receipt shall be separate from any fare product or transaction receipt.
 - d. A parking audit slip shall be produced when requested by staff, for validation purposes. The parking audit slip shall note time, date, location, and identify which spaces are unpaid for at the time of printing.

- e. Pricing shall be adjustable via a schedule consisting of at least four (4) adjustable timeframes. (i.e. weekday, weekends, nights, etc.)
 - f. Pricing schedule, activation, and spot numbering shall be configurable DCRS items.
8. Parking – Mobile Payment Option
- a. As an option, the System shall allow for customers to pay for a specific numbered parking space from a mobile device.
 - b. The mobile payment functionality must function on 50% of smartphones sold in the USA and must support at least two Operating System (OS) platforms.
 - c. The mobile payment interface shall be submitted for review and approval of CTDOT.
 - d. Instructional signage on how to use the mobile payment option shall be proposed for approval by the Contractor to CTDOT. Signage header font shall be at least two (2) inches tall. Instruction font shall be at least one (1) inch tall. Quick Response (QR)-code(s) at least three (3) inches tall shall be placed on the sign, pointing to appropriate website(s) or application(s).
 - e. The Contractor shall supply signage for a maximum of 15 parking lots.
 - f. If the mobile payment option is executed, the TVM parking audit slip shall also integrate reporting of any mobile payments made.
9. Future Modular Requirements
- a. Allowances shall be made to allow for future upgrades of the System equipment.
 - b. The TVMs shall have the following provisions for future changes:
 - 1) Available space on the front panel for future mounting of:
 - a) A smart card reader or other interface device;
 - b) An Automated Teller Machine (ATM) style camera.
 - 2) Available space on the roof of the TVM/lightbox for mounting and routing cable to a cellular antenna
 - 3) Available space above the return bin for an Amtrak/airline style ticket pass and issuing unit.
 - 4) Sufficient open Central Processing Unit (CPU) Universal Serial Bus (USB) ports, three (3) minimum, and power for the above functionality.
 - 5) Available CPU memory and drive space to support the above functionality along with MNR and Amtrak (between Springfield, MA and New York, NY) ticketing fare tables.

C. Design Requirements – TVM

1. The overall dimension of an installed TVM (including pedestal and top cap) shall not exceed eighty (80) inches in height by thirty-six (36) inches in width by twenty-four (24) inches in depth. The top of the TVM shall slope at least five (5) degrees downward and to the rear of the TVM to prevent any accumulation of rain.
2. TVMs shall be designed to operate in both unsheltered and sheltered locations.
3. Each TVM shall be capable of printing and issuing different tickets, passes, cards, and in the future, smart cards, Radio Frequency Identification (RFID) cards or a combination thereof from within the same housing.
4. TVMs shall sell the fare media required to support fares that may include flat fare, distance-based fares, zone-based fares, time-based fares, period passes, numerous reduced fares (e.g. senior, student, etc.) and transfers between *CTrail* Regional, CT Transit, *CTfastrak* bus operations and MNR to/from New York City. Each fare table shall have a capacity of at least 100,000 entries, where an entry in the fare table provides all configuration data corresponding to a ticket type/origin/destination selectable by customers.
5. At a minimum, each TVM shall initially consist of the following components:
 - a. Bill processing unit;
 - b. Coin processing unit;
 - c. Credit/debit card processing unit with Personal Identification Number (PIN) pad;
 - d. Customer Interface Display (as defined in Part 2, section 1(I));
 - e. Ticket and pass issuing unit;
 - f. Printer;
 - g. Return bin;
 - h. Key pad and function keys;
 - i. Receipt issuing unit;
 - j. Power supply;
 - k. CPU; and
 - l. Network switch.
6. Each TVM shall be configured for functionality to be modified remotely. This shall include: the ticket to be printed, maximum change returned, fares associated with each button, bank notes accepted and the Customer Interface Display.
7. The TVM shall have a clearly visible indication to both the customer and CTDOT representatives of a condition(s) that the TVM is inoperative. If a limited operation is available the TVM shall display what functions are operable such as 'CASH ONLY, NO CREDIT/DEBIT'.

8. After payment is received for the fare of a selected ticket, the TVM shall print appropriate sales data on the ticket.
9. Power provided in the stations for the TVM's will be 120 (+10% to -20%) volts alternating current (VAC), 60 (+1 to -3) hertz (Hz), 15 amperes (amp), single-phase circuits, with electrical ground wire and a separate equipment earth ground.
10. All TVMs shall be connected to the DCRS. The DCRS shall provide automatic monitoring and control of all TVMs in the train stations and other ancillary System equipment. Data systems shall be turn-key and contain all collection and reporting systems. Data communications will be provided via fiber optic cable. Termination of fiber optic cable inside TVM will be by Contractor.
11. As an option, CTDOT may require the Contractor to provide wireless connectivity to TVMs. If this option is executed, the Contractor shall provide, operate and maintain the wireless connection to the DCRS. The Contractor may utilize a third-party provider, but CTDOT will at no point interact with this third-party. Specific failure modes by a third-party wireless provider may be excluded from reliability and availability calculations; the Contractor must list and justify these failure modes in its proposal as being outside their control. At the end of the Operation and Maintenance period, CTDOT shall have the option of contracting directly with the third-party wireless provider.
12. All System equipment shall be capable of being monitored by a Supervisory Control and Data Acquisition (SCADA) system. The TVM shall provide one (1) SCADA output for tampering and one for repair/servicing required.

D. Performance Requirements – TVM

1. The customer interface with the TVM shall be at the front of the machine and be a customer-friendly, cleanly designed machine. All customer interface openings shall be designed to prevent unauthorized access and will be well lit.
2. All customer interfaces, coin slots, bill slots, ticket slots, and return bins shall be compliant with the ADA-AG. The TVM shall have raised lines and numbering to guide the transaction for visually-impaired customers, allowing them to make choices regarding language, zones, type and quantity of tickets and to cancel transactions.
3. All hardware, firmware and software utilized in this System must support the ability to be routinely patched and updated, at no cost to CTDOT, as releases are available. The entire System must support CTDOT approved virus protection software. Documented vendor validation of all updates shall be required within thirty (30) days of a third-party's patch release.
4. Instructional graphics shall be contained on the front panel of the TVM to clearly indicate each step a customer must follow to choose and purchase a ticket or

tickets. Information on fare rates, parking fees, and other services as defined by CTDOT shall also be contained on the front panel behind polycarbonate screens. The sequence of steps shall be clearly indicated by the use of graphics and symbols meeting ADA requirements. Conceptual designs of the TVM instructions and related graphics shall be submitted for review and approval by CTDOT as part of the PDR phase. Sign frames will also be capable of being attached to the exterior of the TVM on both sides.

5. All displays on the exterior of the TVM are to be protected by shatter-resistant, polycarbonate covers or other means as approved by CTDOT. Any push buttons function keys, and numeric keys on the exterior of the TVM shall be metal and shall not be removable from the exterior of the machine, subject to CTDOT's approval. Polycarbonate protected areas shall be provided for CTDOT to place branding, schedule and fare information.
6. A conceptual description of the function, configuration, and arrangement of the exterior shall be submitted to CTDOT for review and approval as part of the PDR phase.
7. The equipment finish, graphics panels and all surfaces, including lettering, maps and other information displayed on the equipment, shall be resistant to ultraviolet radiation and air-borne contaminants.
8. The TVM shall accept United States' (U.S.) coins (except pennies), bills (up to \$100, except \$2 bills), debit card, credit card as described later in this specification.
9. All TVMs shall be capable of dispensing CTDOT approved and CT Transit/**CTfastrak** compatible ticket stock as a fare product. At least two (2) types of ticket stock are expected: short-term and long-term.
10. All TVMs shall also be capable of dispensing MNR approved and compatible ticket stock. This shall include un-encoded MTA MetroCards to be used as monthly passes, one-way tickets and multi-ride tickets.
11. Passengers may purchase multiple tickets in a single TVM transaction. The customer shall be able to change any selection up to the moment when the first coin, bill or card is detected. It shall be possible for the passenger to cancel up to the moment before final payment has been made.
12. Each TVM shall provide audio and visual output of messages and instructions. Selection between a minimum of four (4) languages will be supported. The TVM, as delivered, shall support audio and text in English and Spanish. CTDOT shall be provided instructions for adding text/audio for an additional two (2) languages at a later date. The TVM shall default to no audible language, unless user requested.
13. The TVM shall emit a distinctive tone each time a button is pressed and additional input is required to complete the transaction.

14. The TVM shall issue change if excess payment is made. If a transaction is canceled or aborted the TVM shall refund value deposited.
15. Issuance of transaction receipts shall be a configurable item. If enabled, transaction receipts shall be provided upon customer request. Quantity of receipt media is to be at least 200% of that required for a single day's transactions.
16. Accounting data shall be registered, stored and sent to the back office via the network connection.
17. The TVM shall accumulate and summarize data to enable an audit of transactions occurring between coin and/or bill vault replacements. This applies to bill vaults, coin vaults, supplemental coin hoppers and supplemental bill vaults. The TVM shall generate and imprint an audit ticket with this data and with the identification (ID) of the proximity card used to unlock the TVM front panel. The audit ticket shall be suitable for purposes of financial audit. The TVM will automatically generate the serial identification number of the removed vault either during removal or immediately following removal and before the replacement vault is inserted; this information shall be immediately transmitted to the DCRS.
18. Each TVM shall be equipped with an alarm system, which shall monitor TVM security conditions and report them to the DCRS. The alarm system shall be equipped with an electronic siren capable of emitting a sound level of at least 110 A-weighted decibels (dB(A)) measured at a distance of three (3) feet with the door open. This siren shall sound whenever unauthorized entry is detected and whenever severe impacts are detected. In addition, a silent, internal momentary contact switch, hidden inside the TVM but readily accessible, shall permit an authorized technician to trigger a silent alarm. The siren shall only be silenced by a remote DCRS reset, scanning of a valid contactless identification (ID) or removing power. When activated, this switch shall cause the TVM to notify the DCRS, but not activate the siren. Upon detection of an intrusion as described above, the DCRS will send an automatically generated e-mail or text message to an established distribution list giving the level of warning, location, machine, time and date of the detected intrusion.
19. Each TVM shall normally be ready to respond to a customer selection when it is in the idle condition. If the TVM is not ready, for all designed functions, it shall respond in the limited operation mode that is suitable for the TVM's current condition; otherwise an out-of-service notice shall be presented to the customer. If the TVM cannot illuminate the Customer Interface Display screen the unit shall default to a totally blank non-operative display.
20. A programmable display screen and push buttons shall be provided for customers to complete a transaction. The TVM Customer Interface Display shall

direct the customer through the steps of the transaction with the customer's inputs being entered through push buttons and/or a touch screen.

21. Response Time
 - a. Each TVM shall have the ability to default to a "sleep mode" of operation, with 'time of day sleep mode enabled' and 'inactivity period' as configurable DCRS items. Button interaction or card/cash insertion shall restore the TVM to full operation within three (3) seconds. The TVM may take longer than three (3) seconds to achieve full display screen brightness.
 - b. All single fare ticket transactions involving cash, credit or debit cards shall be completed within ten (10) seconds of final payment being completed, i.e., final cash equal to or above the price for the ticket being purchased, or acknowledgement of the credit/debit transaction from the third party clearing house. For multi-fare purchases, each additional fare transaction shall be completed within five (5) seconds.
 - c. Banknote insertion and processing time shall be under five (5) seconds. Banknote first-pass acceptance shall be over 95%.
 - d. An experienced/practiced user should be able to complete selection and be prompted for payment within ten (10) seconds. For demonstration purposes, this individual may be a Contractor employee.
 - e. The Bank Card Processor ("BCP") shall be capable of completing a bankcard transaction in ten (10) seconds or less, when financial institution authorization is provided within five (5) seconds.
22. The customer shall not have to declare the transaction payment type (i.e., cash or credit). However, payment types shall be mutually exclusive; that is, each transaction shall only be by cash or bank card. Once payment equal to or exceeding the amount due is inserted into the TVM, the coin and bill slots shall close.
23. When failures occur during a transaction, the TVM shall make every attempt to complete the transaction or return all deposited funds and, if necessary, provide a printed voucher, or if the TVM is out-of-stock of print media, display the voucher information on the screen.
24. The TVM shall be configurable to accept credit/debit transactions when the connection to the back-office is off line.
25. The maximum frequency and total value of an individual card transaction over a specific time period shall be configurable. The type and maximum value of "off line" transactions shall also be configurable, but be set to \$0 by default.

26. In the event of a TVM failure during a credit card transaction, the transaction shall be reversed as part of the cancellation process, and the charge voided and not reconciled.
27. Debit card transactions that result in a failure to dispense fare media shall be reversed.
28. The TVM shall continue to operate in a limited capacity in the event of a failure of one or more components; assuming that the failure poses no risk of further damage to the TVM or its components. The TVM shall remain in service as long as it is capable of vending tickets. Whenever possible, the TVM shall remain in service even if multiple failures occur; for example, it shall be possible for the TVM to simultaneously be in both “No Coins Accepted: or credit/debit only mode and “Exact Fare Only” mode. Only the failure of those components necessary to vend tickets (e.g. ticket and pass issuing unit, CPU, power supply, customer keyboard) or a combined failure of the cash and credit systems shall cause the TVM to go out of service.
29. Upon power loss, the TVM shall shutdown without corruption of application software, application data or completed transaction data. Transaction data stored in the TVM will be maintained for a minimum of ten (10) days following an unrestored loss of primary power.
30. Faults shall be self-diagnosing and reported by event with detailed error codes. Maintenance information shall be retained at the TVM and also sent to the DCRS.
31. Diagnostic software shall be furnished for testing and troubleshooting of all TVM functions. TVM application software shall include all software packages necessary for real-time TVM diagnostics and accounting and registration communications between the TVMs and the DCRS.
32. The System shall employ standard communications interfaces and protocols between the station equipment and the DCRS.
33. Access Control
 - a. Access to the equipment by authorized personnel shall be provided without undue delay.
 - b. A proximity card device will be used to uniquely identify anyone attempting to open the TVM.
 - c. All TVM generated alarms, i.e., due to intrusion, loss of power, or maintenance required, shall be sent to the DCRS and prioritized for level of attention and then displayed.

E. Performance Requirements – Optional Wireless Connectivity

1. As an option, the Contractor shall provide wireless connectivity from the TVMs to the DCRS via cellular service or some other proven method to be approved by CTDOT.
- F. Design Requirements – Back Office Processing
1. The DCRS software shall provide an interface between the TVMs and users for all TVM configurations, troubleshooting and reporting functions. All revenue data shall be consolidated into report formats that are to be approved by CTDOT.
 2. Other “back office” equipment may include high-speed ticket encoders, receipt printers, communications interface equipment, servers, test/verification equipment, other ancillary equipment for power conditioning, communications, and spare parts, etc. Devices’ design, inclusion and function are subject to CTDOT approval. Wherever possible, Contractor should attempt to use commodity third-party host hardware and virtual machines. Any hardware required under this contract will be operated and maintained by Contractor during the Operating and Maintenance period. Following the Contractor Operating and Maintenance period, this hardware will remain the property of Contractor.
 3. Data concentrators (i.e., equipment, excluding routers and switches, used to collect transaction data from a number of devices at one (1) location for transmission to the DCRS) are only allowed with prior CTDOT approval.
 4. At least three (3) sets of fare tables, one (1) current and an additional two (2) future, shall be maintained at the DCRS and downloaded to the TVMs at times as requested by CTDOT.
 5. Back-up data shall be maintained within TVMs for a minimum of ten (10) days or until successful transfer has been achieved between the TVM and the DCRS.
 6. All fare products defined by CTDOT, MNR, *CTfastrak*, and CT Transit fare policies shall be accommodated. CTDOT, at its discretion, may modify the fare structure, and the Contractor shall implement the new fare structure. Fare tables will be developed within the DCRS and transmitted to all fare system equipment.
 7. A separate CTDOT approved third party clearing house server shall be provided for credit and debit charge processing.
 8. Through the Operation and Maintenance period, including any extensions thereto, all back office servers are to be maintained by the Contractor at an approved third party location. Upon expiration of the Operation and Maintenance period, including any extensions thereto, all licenses and third party agreements shall be transferred to CTDOT if requested by CTDOT.
 9. The Contractor shall mitigate and correct any compatibility issues within the System, including but not limited to such items as the use of third party clearing houses.

G. Environmental Conditions

1. The System equipment shall be capable of being operated at the specified performance levels, stored, and maintained without impairment resulting from the natural or induced environmental conditions within the geographical area of CTDOT.
2. TVMs shall be designed to be resistant to liquid ingress caused by driving rain and incidentally splashed water such as would occur during routine equipment and/or platform cleaning.
3. The TVM, as a complete assembly, shall carry a third party label by a national recognized testing laboratory.
4. The following environmental conditions of the CTDOT service area shall be met:
 - a. Minimum ambient air temperature: -26° F;
 - b. Maximum ambient air temperature: 120° F;
 - c. Maximum storage temperature: 150° F;
 - d. Maximum hourly temperature range: 50° F;
 - e. Maximum solar radiation: 250 BTU/hrs/ft²;
 - f. Maximum rainfall rate: 8 inches per 24 hour;
 - g. Maximum snowfall rate: 30 inches per 24 hours;
 - h. Relative humidity: 18% to 100% condensing;
 - i. Maximum wind Speed: 120 mph;
 - j. Maximum wind speed sustained for one (1) minute: 80 mph;
 - k. Maximum elevation: 450 ft. above sea level.
5. The equipment shall be designed to operate in the electromagnetic environment of a railroad using 700 VDC third rail and 12kV to 25 kV-AC overhead.
6. The equipment shall be designed to operate in the presence of railroad induced vibration.

H. Technology Standards

1. The Contractor must ensure the software interfaces with CTDOT supported internet browsers as may be updated from time to time.

5. QUALITY ASSURANCE

- A. Equipment and materials used shall be standard components that are manufactured and available for purchase as standard replacement parts for a minimum of five (5) - years after the parts are commercially available from the manufacturer.
- B. All manufactured products shall be thoroughly tested and have been proven in transit service for a minimum of three (3) years.

- C. All equipment and material shall be standard products of manufacturers regularly engaged in the production of TVM system equipment and material, and shall conform to the standards specified in the related sections in this Scope of Work.
- D. TVMs shall be identical to or derived from designs that are service-proven in an operating environment equal to or more severe than will be experienced in the CTDOT service area.
- E. The manufacturer shall repair or replace without charge, manufactured products defective in material or workmanship during the Operation and Maintenance period.

PART 2 - PRODUCTS

1. MATERIALS

A. Fare Media/Ticket Stock

- 1. CTDOT-provided ticket stock may be pre-cut (stacked), roll or fan-fold. Plain paper ticket stock will be only used for vouchers, receipts and audit reports. All other printing of passes/tickets shall use appropriate agency-approved stock. Audit report and receipt stock may be unprinted paper.
- 2. Ticket stock shall accommodate all fare options. These may include single-trip, round-trip, and multi-trip tickets, as well as day passes, weekly passes, monthly passes, timed-passes and stored-value media. The stock shall accommodate QR-code or barcode printing for interchange with other services, as will be defined at Notice to Proceed (NTP).
- 3. Tickets shall be vended on pre-printed ticket stock.

B. Coin Processing

- 1. Each TVM shall be equipped with a coin processing unit, consisting of the following coin handling modules: a coin acceptor/verifier, recirculation unit, supplemental change units, a coin vault and a chassis with its associated wiring and electronic devices.
- 2. The coin processing unit shall accept U.S. nickel (\$.05), dime (\$.10), quarter (\$.25), half-dollar (\$.50), post-1978 dollar (\$1.00) coins, and provide change in the fewest number of U.S. coins as required. Each coin processing unit shall include coin recirculation and provide supplemental change units.
- 3. The TVM shall reject coins, slugs, and objects other than the above coins and return them to the user. The coin acceptor shall have a verifiable adjustment of its tolerance to accept coins; the adjustment shall be controllable by CTDOT representatives without outside technical support.
- 4. A single, vertically-oriented coin slot shall be provided. The coin slot shall be closed normally except when a transaction is in process. Design of the coin slot

shall minimize the possible entry of foreign objects including liquids and dirt. Where such objects are inserted in the coin slot, the coin tracks and coin acceptor shall have the maximum possible self-clearing ability.

5. Each coin recirculating unit shall:
 - a. Allow use of inserted coins for making of change;
 - b. Require the change to come from the re-circulating unit until it is empty;
 - c. Dispense change from the supplemental change units whenever the re-circulating unit cannot dispense change. The maximum amount of change to be returned shall be modifiable by CTDOT.
6. Each coin vault shall be key-locked into the TVM and shall be removable from the TVM without tools. Any module containing coins shall not allow access to the coins when removed from the TVM. Access to coins stored in the vault shall be granted only with separate keys, different from those allowing removal from the TVM. Two (2) coin vaults shall be provided for each TVM. One (1) vault shall normally be in service in each TVM. The second vault shall be used in rotation for revenue collections.
7. It shall be possible to disable the coin acceptance processing from service and allow the TVM to remain in service for bill operation. Additional spare coin vaults shall be required for use during service and maintenance of the two (2) base vaults for each TVM. Each vault shall be fitted with a device that is encoded with a number unique to that container. The device shall be used by the TVM to automatically identify the vault serial number. In addition, each vault shall be individually identified by a unique, permanently inscribed serial number; the inscribed serial number shall be identical to the encoded number.
8. The total amount of coins by denomination deposited into a vault shall be continually monitored. This monitoring shall allow the contents to be reported when the vault is replaced and prevent the vault from overfilling without warning.
9. Any unit of the coin system shall be removable and, when removed, the TVM shall remain in service for bank note transactions.

C. Bill Note Recycler

1. Each TVM shall be equipped with a bill/note recycling unit, consisting of the following bill handling modules: bill validator, bill dispenser/recycler, bill loader, bill escrow module, bill vault, and a chassis with its associated wiring and electronic devices. The validator and dispenser may be one (1) module.
2. Each unit shall accept at least twelve (12) different types of U.S. bank notes inserted in any of the four (4) possible length-wise orientations. The bill-processing unit shall be capable of accepting each current variant of one, five, ten, and twenty dollar bills and store all currency that is accepted once the TVM

- has begun processing a ticket. Two (2) dollar bills are not accepted due to the limited circulation of this bill. A capability for accepting \$50 and \$100 bills is desired for future operational flexibility, but this capability must be able to be enabled or disabled by CTDOT.
3. The bill dispenser module shall be capable of dispensing bills as change in a single stack. The bill dispenser shall have capacity to recycle at least 20 bills. The bill dispenser shall escrow and recycle \$1 and \$5 notes, with modularity allowing future expansion to also recycle \$10 and \$20 denominations.
 4. The bill dispenser shall be capable of dispensing notes from a pre-loaded vault that holds a minimum of 100 notes. The pre-loaded bill vault shall be keyed the same as the payment collection vaults. A mechanism shall be in place to purge all or a portion of the pre-loaded notes into the collection vault, for easier vault collection.
 5. The bill validator module shall reject foreign objects, foreign bills and notes and counterfeit U.S. notes, as well as bills not in acceptable condition. The TVM shall continue to remain in service for coin operation if bill acceptance is failed. A single horizontal slot shall be provided for accepting and returning bills.
 6. Bills shall be vaulted separately from the coinage, and stacked. Each bill vault shall have a minimum capacity of 500 stacked bills in street condition. Each bill vault shall be key-locked into the TVM and shall be removable from the TVM without tools. Any module containing bills shall not allow access to the bills when removed from the TVM. Access to bills stored in the vault shall be granted only with separate keys, different from those allowing removal from the TVM. Two (2) bill vaults shall be provided for each TVM. One (1) vault shall normally be in service in each TVM. The second vault shall be used in rotation for revenue collections.
 7. Additional spare bill vaults shall be required for use during service and maintenance of the two (2) base vaults for each TVM. Each vault shall be fitted with a device that is encoded with a number unique to that container. The device shall be used by the TVM to automatically identify the vault serial number. In addition, each vault shall be individually identified by a unique, permanently inscribed serial number; the inscribed serial number shall be identical to the encoded number.
 8. The total amount of bills by denomination deposited into a vault shall be continually monitored. This monitoring shall allow the contents to be reported when the vault is replaced and shall prevent the vault from overfilling without warning.
 9. Time from bill insertion to bill-stacking shall be five (5) seconds or less. The bill validator module shall have a 95% first pass acceptance rate.

D. Credit/Debit Card Processing

1. A triple-Data Encryption Standard (DES) compliant BCP shall be provided in each TVM. The BCP shall consist of a bank card reader, a PIN pad and card control electronics, and it shall be capable of processing all electronic payment media accepted by the fare system, including: credit, debit and check cards. The BCP shall include: a keypad for entry of PIN codes for debit transactions and Address Verification Service (AVS) zip codes for credit transactions, a card reader and a receipt printer meeting applicable requirements associated with debit/credit card transactions.
2. Acceptance of debit cards is to be a DCRS configurable item.
3. Credit/debit card velocity limits (maximum transactions within a twenty-four (24)-hour period) shall be DCRS configurable items. These limits shall be enforced locally at each machine.
4. TVM shall provide required cardholder-activated terminal indicator as required by a third party clearing house.

E. Ticket and Pass Issuing Unit

1. The TVM shall issue the vended ticket via a weather-protected return bin designed to minimize the possibility of jamming and vandalism.
2. The Contractor shall specify limits of ticket stock size, weight, and thickness as part of the PDR phase.

F. Printing Unit

1. The TVM shall be equipped with a printer or printers capable of printing, encoding, activating encoding, cutting, and issuing all ticket/pass stock feeds once the purchase is made. In addition, the TVM shall be equipped to print and issue customer receipts and audit tickets for accounting and reconciliation requirements of CTDOT. Ticket font and format must comply with CTDOT specified ticket format, to be supplied within sixty (60) days of NTP.
2. Depending upon ticket type, the printer shall be capable of printing, at a minimum, the following information on each ticket:
 - a. Expiration time (settable) in twelve (12)-hour notations, including “AM” or “PM” designation;
 - b. Month, day, and year of purchase;
 - c. Station name where purchase was made;
 - d. TVM number — up to five characters/digits;
 - e. Ticket type (including origin/destination as appropriate);
 - f. Amount of fare paid; and
 - g. Ticket serial number.

3. Occasional ticket print format modifications or additional ticket types for sale from the TVMs will be required. The System shall be designed and built to be modifiable by CTDOT or its representatives. Ticket printing format, including information to be printed, print location, orientation, size and font, number of tickets per transaction and per cut (such as the size of strips when multiple tickets are sold), and encoding information shall be controlled by programmable software and the required print file shall be capable of being downloaded to the TVMs from the DCRS.
4. If enabled by CTDOT through the DCRS configuration, upon customer request a receipt shall be printed containing the same information as printed on the ticket. Blank stock shall be used for this receipt.
5. Upon authorized technician request, the TVM shall produce audit tickets. At a minimum, the following audit tickets shall be provided:
 - a. Re-circulating coin replenishment;
 - b. Coin vault removal/insertion;
 - c. Coin hopper removal/insertion;
 - d. Bill vault removal/insertion;
 - e. Recovered money inserted;
 - f. TVM current status;
 - g. TVM revenue status;
 - h. TVM daily sales history; and
 - i. TVM diagnostics.

G. Return Bin

1. The opening for the ticket/coin return bin shall be recessed and covered with clear polycarbonate spring-loaded or weighted door that opens inward, and which does not present a pinching hazard when opened and closed by customers. The door shall be at least 0.25 inches thick and completely cover the opening when closed. The bin and its door shall be robust, scratch-resistant, and visually prominent. The geometry of the bin and its door shall minimize intrusion into the machine while the ticket/coin return bin door is open. The bin shall be designed to drain any liquids placed in the bin to the outside of the TVM. The preferred minimum height of the centerline of the ticket/coin return bin is at least 24 inches from the finished floor and in compliance with the ADA-AG.
2. As soon as a customer has completed payment for a transaction or a transaction is canceled that results in coins being deposited in the ticket/coin return bin, a light in the ticket/coin return bin shall begin flashing. The ticket/coin return bin light shall continue flashing until ten (10) seconds after all tickets and coins have been deposited there by the TVM, or until the next transaction is initiated, whichever occurs first.

H. TVM CPU

1. The CPU for the TVM shall be rated to meet the anticipated internal TVM environmental characteristics.
2. Equipped with at least three (3) USB ports or other approved computer access allowing service personnel to download statistical information manually and to allow for future upgrades.
3. The program controlling the TVM functions shall process all fare transactions, alarms and service requests with sufficient speed so that normal business activities are not impacted by delays attributable to slowness of the TVM processor.
4. Local storage capacity shall be sufficiently large to store a minimum of ten (10) days of transactions, alarms, service requests, etc. Sales and configuration data shall also be backed up to a separate solid-state device.
5. Components of the CPU shall be heavy duty, commercially available items from more than a single source.

I. Customer Interface Display

1. A trans-reflective, back-lit liquid crystal display (LCD), or functionally equivalent screen bearing simple, basic instructions shall sequentially instruct the customer as to the purchase of any ticket or pass available for sale by the TVM.
2. Displays must be fully legible in bright sunlight and shall provide a viewing angle of least 45° from perpendicular in all directions.
3. The display shall use dark characters on a light background. Characters shall be at least 0.75 inches tall and be of sufficient contrast to make them easily readable in all ambient light conditions.
4. Context-sensitive ADA compliant voice messages shall provide the information shown on the display or otherwise conveyed through the TVM.

J. Lighting

1. The TVM shall be equipped with an illumination unit that shall illuminate the front of the TVM when the ambient light conditions are low; a photoelectric eye shall control this light.
2. There shall be a light inside the TVM cabinet to aid maintenance and service personnel, and it shall illuminate each time the cabinet door is opened.
3. Each TVM shall include a yellow status indicator visible from the front of the machine which will blink to indicate a malfunction.

K. TVM Cabinet

1. All enclosures shall be corrosion resistant utilizing National Electrical Manufacturers Association (NEMA)-4X enclosures, painting, or other coating.

Exterior devices (bill acceptor, pin pad, etc.) shall be sealed to the cabinet in such a manner that the seal (but not necessarily the device) also meets NEMA-4. Devices shall be affixed to the TVM cabinet in a fashion which prevents tampering with the door closed.

2. All enclosures will be U.S.-based UL certified. The UL certification must be clearly visible and affixed on the enclosure by the manufacturer and/or installer.
3. The System equipment shall be capable of being anchored into locations other than station platforms, such as building floors, mezzanine floors, and on concrete slabs and a stand-alone base.
4. Contractor shall securely install and anchor the System equipment into the station platforms (a minimum of six (6) inches deep) using approved stainless steel drop-in anchors. Conduit for the System equipment shall be provided by the CTDOT contractor responsible for station construction at the new stations. Pull strings must be available for ease of cable pulling. The Contractor shall provide a mounting template to the CTDOT contractor responsible for station construction.
5. TVM pedestals shall be interchangeable among all of the TVMs supplied. At the point of connection, the pedestal shall be flush with the TVM. The TVM shall be ADA compliant with a minimal height pedestal. Where multiple machines are at one location, some machines may be raised approximately 20 inches to provide a better user experience for median height customers.
6. The TVM shall have a heating unit installed, sufficient to ensure card stock and equipment condition.
7. The TVM cabinets shall form an integrated structure capable of resisting, without permanent deformation, fatigue, failure, or undue wear, and other stresses inherent in the type of service for which this equipment is intended including 200 lbs./ft.² applied horizontally in any direction at the top of the machine cabinet.
8. The open TVM door hinges shall be able to withstand a concentrated vertical force of one-hundred and fifty (150) pounds applied at the extreme outer edge of the door without causing damage or deformation of any part of the door or TVM cabinet. When opened, the cabinet shall be designed to eliminate external environmental conditions from entering into the cabinet, i.e. rain.
9. Except for plastic panels and covers, the System equipment shall resist without damage a kick or punch resulting in a concentrated load of 200 lbs./in.² while the equipment is operating and outer door is secured.
10. System equipment, including all its installed components, shall remain in operation and survive vibration of 0.6g, 5 to 60 Hz along each of three (3) mutually perpendicular axes.

11. The TVM cabinets shall be completely unitized. All sections (excluding the leveling pedestal and light fixture) shall be suitably welded together.
12. All System equipment shall be so arranged to distribute the equipment weight over the mounting base evenly. Equipment and System components requiring frequent inspection, maintenance or adjustment shall be readily accessible and replaceable.
13. The mounting base and housing shall be incorporated into the unitized cabinet so that maximum use of metal consistent with good engineering practices can be obtained incorporating high-strength, low weight features, and so that all System equipment is able to be installed on a fully interchangeable basis.
14. All cabling and conduits shall be properly labeled and sealed.

L. Keys and Locks

1. Controlled key locks shall be furnished to implement a minimum of three (3) levels of security. The locks to each access on any TVM shall be keyed differently according to function. However, all TVMs shall be keyed alike for maintenance and revenue servicing. The levels defining the hierarchy of access are: full access is level A, very limited access is level C.
 - a. A = MAINTENANCE CREW AND ADMINISTRATIVE PERSONNEL
 - b. B = REVENUE SERVICE CREW
 - c. C = MONEY PROCESSING CREW AT REVENUE FACILITY
2. Access to each TVM shall be by a high security lock designed to minimize vandalism and theft. All locks shall be flush mounted.
3. All keys shall be secured and logged by the Contractor.
4. The Contractor shall provide the capability to have different sets of TVMs keyed differently.
5. Access and security methods may be proposed by the Contractor prior to or as part of the PDR phase, and are subject to CTDOT's review and approval.

M. TVM Power Supply

1. TVM shall have an accessible main power switch internal to each enclosure or pedestal for removing all power from the unit.
2. The TVM shall protect itself from external power surges. The surge device shall conform to UL 1449 and not utilize "crowbar" electronic components such as Thyristors, Triacs or similar acting devices.
3. The TVM shall safely cancel active transactions and gracefully shutdown upon loss of external power. The TVM shall automatically restart once power is resumed.

N. TVM Computerized Access

1. The TVM shall be programmed with individual codes and corresponding security codes, which shall restrict the actions taken by the individual based on his or her authorized activities. A detailed description of the TVM access method, security codes, restrictions per security code, and security code database content and modification procedures shall be provided for CTDOT review and approval as part of the PDR phase.
- O. Maintenance Test Workstation
1. A minimum of one (1) TVM, consisting of spare fare collection equipment parts, shall be maintained in an operating condition at the Contractor's maintenance and test facility to be located within fifteen (15) miles of the CTDOT offices at the New Haven Union Station, hereinafter referred to as the Maintenance Test Workstation ("MTW").
 2. A computer terminal shall be provided to CTDOT, at the MTW location, that provides access to the DCRS.
 3. The MTW shall be used for troubleshooting TVM systems, testing fare collection tables before deployment and testing design changes of TVM equipment and fare media.
 4. The MTW shall be capable of operating in a credit card processor sandbox configuration. In this mode transactions can be completed by keying a special code on the pin pad. This mode shall only be available on the TVM used in the MTW.
- P. DCRS - General
1. DCRS is to be located at a third party server host, to be approved by CTDOT. The DCRS shall be accessible to CTDOT via remote web-browser access over a secure internet connection.
 2. Suitable provision shall be provided for a reasonable expectation of growth in the number of transactions processed, memory capability and back-up storage media or devices.
 3. An archive of all DCRS data shall be provided to CTDOT on a monthly basis, at CTDOT's request, in a form that is easily importable into escrowed DCRS software.
 4. A conceptual description of DCRS hardware and software shall be submitted at the PDR for CTDOT review and approval. This shall include a conceptual description of the DCRS application software, user interface, database tables and backup methodology.
 5. Final DCRS configuration and hardware selection are subject to CTDOT approval. The use of third party supplied virtual machines may be proposed by the Contractor.

6. The DCRS shall perform all required functions to upload and download information from and to the TVMs.
7. All computer hardware shall be readily obtainable from multiple sources and not require any proprietary components available only from the Contractor.
8. The DCRS shall be of sufficient power and speed to perform its required functions. These shall include:
 - a. Collect, process, and store all data generated by all TVMs each day;
 - b. Generate daily reports as scheduled and on demand;
 - c. Respond to users' queries (via remote internet connection) in a timely manner;
 - d. Pass alarm information to the workstations;
 - e. Poll each TVM to determine the status of DCRS-to-station communication; and
 - f. The DCRS shall be capable of transmitting, receiving, processing, and storing data in all possible scenarios, including:
 - 1) Simultaneous (asynchronous) receipt of data from all stations;
 - 2) Simultaneous receipt of data from one or more stations while data is being transmitted to one or more stations;
 - 3) Simultaneous receipt and/or transmission of data to/from TVMs while receiving report queries from users, etc.
9. The back office data processing functions/servers will consolidate all data into a data stream that is acceptable for CTDOT's fare accounting process. The data from the TVMs will be collected into a relational database that can be read from a CTDOT system, with reports available on demand.
10. A separate server shall be provided for credit/debit processing to a third party processor.

Q. DCRS - TVM Configuration Management

1. All configuration files and operational parameters of the TVMs shall be managed by DCRS. No change to these files or parameters shall be transmitted to any TVM without a record of the change being generated.
2. The DCRS shall store all changes made to all configuration files and operational parameters and allow for historical review of no less than the previous 200 changes made. Records of each change to TVM configuration files and operational parameters shall include the user responsible for the change, the date and time the change was made, the TVMs to which the change was transmitted, and the date and time of transmission.

3. Methods to alter configuration files and operational parameters shall not require the user to edit fields with a text editor, but shall instead utilize preformatted input forms supported by the relational database.
 4. As required in this Scope of Work, some operational parameters shall be capable of being downloaded to any single TVM, any specific group of TVMs, and all TVMs.
 5. The configuration files and operational parameters to be managed shall include at the minimum the following information:
 - a. Station names;
 - b. TVM locations and types;
 - c. Fare tables;
 - d. TVM ticket print format;
 - e. Display screen configuration;
 - f. Operational parameters such as timeouts, vault full levels, accepted bill denominations, etc.;
 - g. Event descriptions, categories, and priorities;
 - h. Cash handling device (such as vault, hopper) serial numbers in System;
 - i. Digitally recorded voice message file assignments (when to play which message and in what language); and
 - j. Technician identification and access codes.
 6. Each TVM shall have the capability of being controlled by an authorized user, based on password/user ID security via the DCRS, to perform the following functions:
 - a. Put a TVM in service or out of service;
 - b. Cause the TVM to perform self-diagnostics of any selected module or all modules;
 - c. Reset the TVM (such as cause the TVM to restart all programs without affecting data registers); and
 - d. Enable or disable any payment mode.
- R. DCRS - Voice Messaging System Management
1. The voice message system shall utilize either stored human speech or synthesized speech using AT&T Natural Voices® software or CTDOT approved equal.
 2. The DCRS shall provide software tools to manage the assignment of all voice messages to each step of all TVM transactions.
 3. Management of voice messages shall also permit assignment of new voice messages to additional ticket types created by CTDOT, and to delete voice message assignments for ticket types that are discontinued by CTDOT. Each

voice message file shall be individually tracked and managed. Voice message management is supported for English, Spanish and two (2) additional languages. Pre-recorded voice messages shall be uploaded in audio formats such as WAV or MP4, or other as approved by CTDOT at the PDR.

S. Software

1. Software for the DCRS shall consist of current commercial versions of CTDOT-approved operating system software, relational SQL, database management software, and other applications needed to perform the DCRS functions. In addition, proprietary application software shall be supplied as necessary, and all software programs shall be configured for optimal performance of the DCRS, TVM and associated networks. All proprietary software, software source code, and compilers shall be submitted for escrow per the requirements of CTDOT set forth in Part 3, section 1 A.1.
2. The DCRS shall be accessible from any CTDOT computer with internet access. There shall be an unlimited number of user IDs and a minimum of fifteen (15) concurrent licenses of any and all software used to access the DCRS system. All licenses shall be perpetual.
3. The method of securely connecting to the DCRS shall be submitted for review and approval at the PDR phase.
4. Furnish printed technical and user documentation of all software provided. All required software licenses, including, but not limited to, any third party software licenses, shall be identified and, upon expiration of the Operation and Maintenance period, unconditionally provided to CTDOT without expiration at no additional cost. The Contractor shall arrange for all software licenses to be provided in the name of, or assigned to, CTDOT upon expiration of the Operation and Maintenance period.
5. DCRS Application Software
 - a. Application software for the DCRS shall consist of proprietary software programs, configuration files used to customize user interfaces and other operational characteristics of the DCRS, prepared reports and queries, special software tools, other commercially available software packages, and any other special functions resulting from software provided as part of the DCRS.
 - b. All DCRS application software shall be remotely accessible to CTDOT representatives over a secure internet connection. Dynamic displays, such as the real-time status and event monitoring, shall be updated at least every fifteen (15) seconds. No routine functionality shall require an individual to be physically present at the DCRS.
 - c. Real-Time Status and Event Monitoring

- 1) As on-line events are reported to the DCRS, a graphical summary of the status of TVMs shall be updated and maintained by the DCRS. Using graphics of sufficient detail to create a recognizable pictogram of the **CTrail** regional map showing all stations, the DCRS shall provide current status information to a connected workstation. Provision shall be made for all future additions of territory and TVMs to the pictogram.
 - 2) The DCRS shall indicate system status in five (5) levels of detail. At the highest level, the pictogram shall show all stations and shall depict the status of station equipment and communications by the use of colors defined as:
 - a) Green - All equipment at station functioning normally;
 - b) Blue - Access in progress or attention needed at one (1) or more TVMs (priority 3 alarm in effect);
 - c) Yellow - One (1) or more TVMs malfunctioning, out of service, communication failure, or off-line (priority 2 alarm in effect);
 - d) Red - Security alert – such as intrusion, impact, silent alarm, etc. (priority 1 alarm in effect);
 - e) White - No connected equipment at station.
 - 3) When a station has more than one (1) alarm in effect, the station shall be shown in the color of the highest priority alarm. For example, if a station has one (1) TVM out of service and an intrusion alarm at another TVM, the station shall be shown in red.
 - 4) When a workstation user selects a station, a schematic diagram of the equipment at the station shall be displayed, using the same color scheme described above to indicate the status of each TVM.
 - 5) When a workstation user selects a specific TVM from the second level of status display, detailed information about the item status shall be displayed in text form.
- d. Data Polling and Event Recording
- 1) Polled data shall be available on demand and from automatic polling at a pre-selected frequency and time (such as ‘each day at 2 AM’ or ‘every 15 minutes between 4 AM and 6 PM’). Received data shall be automatically processed and populated into all pertinent databases.
 - 2) The DCRS shall record the date and time each TVM was last polled.
 - 3) Polling of TVMs shall provide the following:
 - a) Cash in TVMs by coin and bill denomination in all cash storage devices;
 - b) TVM status and status of all modules;

- c) Sales since last polling, separated by ticket type per day and by cash and bank card (if a cash/bank card TVM option is exercised);
 - d) Cash removed from and added to the TVM since last polling;
 - e) All events recorded but not previously transmitted to DCRS;
 - f) Date and time synchronization;
 - g) Downloading data and configuration files.
 - e. From any internet accessible CTDOT device that is connected to the DCRS, based on password/user ID security, any authorized user shall be able to download to any single TVM, any group of TVMs and all TVMs:
 - 1) Fare tables;
 - 2) Security access codes;
 - 3) Configuration files;
 - 4) Operational parameters;
 - 5) New and updated ticket layout and text;
 - 6) New and updated customer display screen text;
 - 7) New and updated voice message files; and
 - 8) Any other information necessary for the operation and maintenance of the TVMs.
 - f. It shall be possible for any authorized user to specify the date and time when any data download is to occur, and to review and cancel any previously scheduled download.
- T. DCRS - Database Queries and Reports
 - 1. The software shall provide the capability to query the database to produce a series of information reports for auditing, cash and ticket control, and fare management information.
 - 2. Relational Database Manager (RDBM)
 - a. The DCRS shall store all pertinent data relating to the operation of the TVM System in one or more relational databases. These databases shall be managed by a commercially available software package that shall be subject to CTDOT approval at the PDR phase. The database manager shall support standard SQL commands and queries, and shall be of sufficient flexibility and power to perform the necessary functions described herein.
 - b. The RDBM software package shall include the necessary add-on tools to allow customization of reports, creation of queries, and generation of reports in graphical format. All databases shall store data in a format that complies with Open Database Connectivity (ODBC).

- c. The RDBM shall be utilized to configure all necessary database tables, relationships, queries, reports, data entry forms, and automated data population procedures.
 - d. The RDBM shall be remotely accessible by CTDOT representatives over a secure internet connection.
- 3. Query, Report, and Database Input Forms
 - a. These input forms shall be displayed on the user interface and provide “fill-in-the blank” simplicity of use. Each blank on the input form shall correspond to a field in the associated database table.
 - b. Each query and report shall have an input form to enter data necessary to perform the task. Each input form shall be customized to the task being performed, and all shall follow similar layout and design themes.
- 4. Query and Report Output Format
 - a. To the extent possible, the output format of all queries and reports shall be of similar style. Each report and query shall produce data in tabular format with each column clearly titled on each page. Each row of output data (excluding column titles) shall be consecutively numbered.
- 5. Queries and Reports to be Provided
 - a. Provide a minimum of twenty (20) queries and reports at time of DCRS delivery. The prepared queries and reports shall be presented in a menu form for selection at any time. Each query and report shall have access permissions assigned to limit availability to those users authorized to view data presented by the query or report.
 - b. Each prepared query and report shall also be capable of being automatically processed at predetermined dates, times, and frequencies. It shall be possible for CTDOT to identify reports to be run daily, weekly (for example, every Wednesday), monthly (such as the first day, last day, or any specific day of each month), quarterly, and so on. The System shall further support these reports being automatically emailed to a configurable mailing list.
 - c. The queries and reports to be provided at time of delivery can be grouped into four (4) major categories:
 - 1) Summary Reports, which provide an historical view of data within a date range. These reports shall include detailed information and/or totals of related events or transactions, and shall indicate the polling status of each TVM listed or the overall polling status of TVMs included in the report if TVMs are not listed individually. This shall

include fields such as sales data, transaction times, number of abandoned/cancelled transactions and records of other conditions and events which should be logged as agreed upon during Design Reviews.

- 2) Status Reports, which provide “snapshots” of TVM conditions, including but not limited to the most recent data available. All status reports shall list the date and time each TVM was last polled.
- 3) Database Reports, which provide printouts of configuration files, operational parameters, and other data used to determine operations of the TVMs. Database reports shall indicate the date and time the database table being shown was last modified and by whom.
- 4) Comparison Reports, which provide that ability to compare and contrast prior year, month, or week with the current period to provide metrics to key CTDOT decision makers. The time frame shall be selectable by CTDOT authorized users without any involvement required on the part of the Contractor.

6. Query and Report Customization

- a. Software shall be provided to enable authorized users to prepare new or modified queries and reports with minimum of programming knowledge. Such customized queries and reports shall be capable of being executed as they are created, and shall be capable of being added to the menu of prepared queries and reports. When added to the prepared query and report menu, customized queries and reports shall be treated by the DCRS the same as any Contractor-supplied query or report. Authorized users shall also be able to edit and delete any prepared query or report on the selection menu.
- b. For experienced programmers, the DCRS shall permit the use of SQL commands to create specialized queries.
- c. After System acceptance, for the first twelve (12) months of revenue service, Contractor shall provide technical assistance to CTDOT as necessary to modify or create up to forty (40) additional CTDOT specified queries and reports.

7. Polling Status and Output Data Validity

- a. The validity of reported data shall be indicated on each query and report where necessary. Data validity shall be determined by whether the TVM or TVMs included in the report or query have been polled since the end of the reporting interval. For example, if CTDOT wants a report for tickets sold as of today at noon:

- a) TVM #1 was polled at 1 PM, so it has data for noon – VALID
- b) TVM #2 was last polled at 11 AM, so it has no data for noon – INVALID

- b. If a TVM has not been successfully polled since the requested query and report end times, the query and report shall clearly indicate that the data is not valid due to faulty polling status. Where a query or report list data by individual TVM, each item shall indicate the validity of the data. Where a report or query summarizes data from more than one (1) TVM, the validity of the data shall be indicated on the report and shall be based on whether data from all TVMs included in the report has been received since the end of the reporting interval.

U. DCRS - Alarm Monitor

- 1. The System shall transmit current alarm and security conditions.
- 2. The DCRS shall display alarm conditions to active workstations and re-display alarm conditions as required in the event of non-receipt of a verification notice from the workstation operator.
- 3. Communications alarms detected by the DCRS shall be treated as priority two (2).
- 4. All events that trigger and clear alarms (audible sirens) shall be transmitted by the DCRS to the workstations.
- 5. If an “outer door open” event is received by the DCRS and a corresponding “entry authorized” or “entry unauthorized” message is not received within a DCRS configurable time (default forty-five (45) seconds prior to detection of door opening and one (1) second after detection of door opening), the DCRS software shall assume that an intrusion is in progress and shall transmit such an alarm to the workstations.

V. DCRS - Equipment Modification and Configuration Control

- 1. A database shall be included in the DCRS that tracks the subcomponents within each TVM. An input form and database report shall be provided to CTDOT for this database.
- 2. The configuration control records shall include an identification serial number and nameplate information, of each major component and part installed and assembled in each TVM. The configuration control records shall also include software and firmware revision levels of all major serialized components. Training in the management and maintenance of this database shall be held prior to TVM equipment installation.

W. DCRS - Network Administration

1. DCRS software shall perform all necessary administrative functions for the DCRS network.
2. The Contractor is to provide all necessary tools to allow CTDOT to efficiently administer the DCRS computer and TVM connections.

X. Network Security

1. Access to the System shall utilize a secure connection between all System devices and to out-of-network workstations. System network security shall comply with PA-DSS. Unauthorized users shall not be able to alter or view data. The network environment shall be secure, in accordance with ANSI X9.24, Retail Financial Services Key Management.
 - a. Network design shall be sufficient to justify segmentation of the IP network out of PCI-DSS Cardholder Data Environment (CDE) scope. Techniques such as Point-to-Point Encryption (P2PE) are expected to be used to accomplish segmentation.
 - b. Access to the System shall be login and password protected, with various levels of passwords as appropriate to ensure a secure database.
 - c. All unused port numbers shall be disabled in software.
 - d. Users shall be assigned passwords based upon the security level requirements associated with their specific functions.
 - e. Passwords shall be modifiable only by the password owner and by use of a master password.
 - f. Password databases shall be encrypted so that they are not readable by displaying the contents of the database.
 - g. Entered passwords shall be masked on the display monitor.
 - h. Revenue data, such as sales and transaction data, vault contents data shall not be alterable by anyone.
 - i. The DCRS shall store data describing all TVM configuration changes, including who made the change, the date and time of the change and the configuration of the TVM prior to and after the changed configuration.

2. FABRICATION

Not applicable.

3. INSPECTION AND TESTING

- A. The Contractor shall conduct a full program of testing, the purpose of which shall be to demonstrate the System fulfills all of the specifications and requirements as set forth herein. All systems, components, installation, and any associated workmanship or materials are required to be reviewed, tested, and accepted prior to turnover. The

Contractor shall test and verify that all functional requirements set forth in the specification have been met by the System.

- B. Acceptance Test Plan: Contractor shall prepare and deliver to CTDOT a comprehensive acceptance test plan that describes all the activities and tasks associated with testing during each test phase – factory, field, and operational, hereinafter referred to as the “Acceptance Test Plan”. The Acceptance Test Plan shall be delivered to CTDOT at least sixty (60) days prior to the start of any testing. At a minimum, the Contractor’s Acceptance Test Plan shall conform to the requirements of ANSI/IEEE Standard 829 and shall contain the following elements:
1. A summary statement of each test phase.
 2. A list and schedule of test items to be performed during each phase.
 3. A test itinerary identifying each individual test to be performed, the anticipated duration, staffing requirements, the purpose of the test, the method of testing, step-by-step description of the test procedure, the conditions that shall exist at the start of the test, and expected results with pass/fail criteria.
 4. A description of the overall test environment including: test equipment details; test equipment configuration sketches and diagrams including cabling requirements; and hardware and software required for the test, including the number and type of devices to be used during the test and/or the method of simulation.
 5. A description of the expected outputs (reports, database listings, statistical analyses, etc.) to be provided to document the test results, test incident report forms, and test incident log.
- C. Factory Acceptance Testing (FAT)
1. The purpose of the FAT shall be to verify that equipment to be supplied functions as described in these specifications. It shall involve the inspection by CTDOT and/or its representatives, of all major physical components of the System furnished under this contract as well as testing the functionality in a controlled environment in accordance with the FAT Plan. At a minimum, the FAT shall include, but is not limited to:
 - a. Physical inspection of equipment panels and cabinets for conformance with approved shop drawings;
 - b. Network-based System communications functions;
 - c. Server and workstation performance features;
 - d. Operator and administrator functions;
 - 1) On-site reports;
 - 2) Revenue servicing; and

- 3) All other operating and administrative functions as required by this specification.
- e. Application Program Interface (API) functions;
- f. Testing of payment methods (coin, bill, credit, debit);
- g. Security (entry, keying, alarms); and
- h. Stress testing:
 - 1) Transactions from sixty (60) simulated TVMs to DCRS;
 - 2) Automated TVM transactions to demonstrate robustness of mechanical mechanisms for cash return, ticket printing and receipt printing.
2. Prior to the initiation of the factory test the Contractor shall have submitted draft outlines of the hardware, software, and operations documentation, training manuals, and draft outlines of any other documentation that is required for full System operation.
3. Acceptance of the factory test results shall not relieve the Contractor of the responsibility for the installed System to meet the specifications as set forth herein.

D. Field Installation Acceptance Test

1. The Field Installation Acceptance Test shall be performed on the final installed equipment, properly connected, configured, and interfaced to the actual field devices. Field Installation Acceptance Test shall demonstrate the full and complete functionality of the final, installed System. Simulation may only be used to perform stress and performance testing.
2. Preliminary as-built drawings shall be available to CTDOT and its representatives during the Field Installation Acceptance Test so their accuracy can be verified by CTDOT in the field.
3. Field Installation Acceptance Test shall be conducted by the Contractor and observed by CTDOT representatives. Contractor shall perform each test as described in the Field Installation Acceptance Test Plan in its entirety with the use of actual System equipment. Contractor shall determine the detailed results of each test and shall record the success (pass) or failure of each test.
4. Acceptance of the field installation test results by CTDOT shall not relieve the Contractor of the responsibility for a fully operational System to meet the specifications as set forth herein.
5. Any repairs, construction, or modifications as required to comply with this Part 2 section 3 shall be performed by the Contractor without additional cost. Contractor shall make changes or perform additional work as CTDOT may direct,

for proper performance, functionality, and operation of the System, prior to the start of the 30-Day Operational Test.

E. 30-Day Operational Test

1. At least sixty (60) days prior to the commencement of the 30-Day Operational Test, the Contractor shall submit a plan for conducting the 30-Day Operational Test (Operational Acceptance Test Plan) to CTDOT for review and approval.
2. Operational acceptance testing shall commence following notification by CTDOT that the results of the Field Installation Acceptance Test are satisfactory and following receipt of the Contractor's certification that the System is ready for the 30-Day Operational Test.
3. The 30-Day Operational Test shall be performed on the final installed and configured hardware and software. During the test, normal System use shall be available to all System users utilizing all applicable manuals, printed guides, and procedures submitted by the Contractor. The Contractor shall periodically perform various operations to verify correct System operation. These operations shall be specified within the Operational Acceptance Test Plan.
4. During the 30-Day Operational Test, the System shall be monitored by the Contractor for compliance with the performance standards set forth herein. At the completion of the thirty (30) consecutive calendar days, the Contractor shall demonstrate to a 95% confidence interval that the Mean Cycles Between Failure (MCBF) requirements are met, using a statistically valid analysis as approved by CTDOT representatives. If reliability fails to be demonstrated during the 30-Day Operational Test, the test period shall continue to be extended by 15-day intervals until the reliability requirements are demonstrated successfully. In parallel, the commencement date of the Operation and Maintenance period of the entire System will also be delayed by 15-day intervals without additional fee. Data from earlier test periods shall continue to be included in the analysis unless the Contractor demonstrates, to CTDOT's satisfaction and approval, that specific modifications have been made to the System which are expected to address failures in earlier test intervals.
5. The Contractor shall perform any re-calibration, re-configuration, or re-programming of the System required as part of the normal operational configuration and to correct any System bug or errors encountered insuring that the System performs in accordance with this specification and required sequence of operations. All changes performed must be fully documented by the Contractor and shall not be implemented without prior approval by CTDOT.

4. RELIABILITY

- A. Subject to the manufacturer's recommended maintenance practices, the System shall be designed for a minimum service life of fifteen (15) years of operation in the CTDOT service area. All equipment is expected to operate seven (7) days per week and twenty-four (24) hours per day. The selected manufacturer shall supply parts, materials and service for the entire anticipated service life.
- B. The ticket processing concept proposed by the contractor shall be demonstrated and shown to meet reliability criteria as a System prior to acceptance of the TVM. Ticket System performance shall include transport jams, read-write errors, ease of bezel entry, resistance to moisture, printing of graphics and frequency of repair of replaceable items.
- C. Reliability measures shall be based on a mix of fare media and shall include ticket, coin, bill, credit cards, debit cards and pin pads. One cycle shall be defined as all actions required to obtain fare media.
- D. For the purposes of this Agreement, the measure MCBF shall be used to determine reliability. Failures shall not include acts of excessive vandalism (the equipment shall be designed to withstand minor acts of vandalism), use of out of specification stock, or mutilated coins or bills. The MCBF for the TVMs shall be 10,000 mean-cycles between failures with failure calculated as follows:
 - 1. Full failure: When a TVM is unusable, this will count as one (1) failure.
 - 2. Partial failure: When a TVM enters a degraded mode (ex: cash or credit only) this will count as 0.5 failures.
 - 3. Back-office failure: A failure of the back-office that prevents reporting, credit card processing or debit card processing shall count as 0.5 failures for each TVM deployed. The designed MTBF for the DCRS shall be at least 25,000 hours.
 - 4. Time-to-Repair: For each of the above failures which are not corrected within two (2) hours, the failure will be listed again against the MCBF. Ongoing failures will not be counted against MCBF from 11 PM to 4 AM.
- E. Contractor shall propose and implement a method acceptable to CTDOT, for a monthly MCBF report to be automatically generated from the DCRS. Modifications may not be made to the contents of this report without CTDOT concurrence.

5. DELIVERY, STORAGE AND HANDLING

- A. Contractor shall deliver materials in manufacturer's labeled packages. Store and handle in accordance with manufacturer's requirements, in a facility with environmental conditions within recommended limits.

- B. Contractor shall protect all equipment against damage during transit and storage. All equipment shall be shimmed, braced, blocked, and tied down to prevent distortion or other damage during transportation.
- C. Contractor shall properly store all materials and handle to prevent deterioration or damage due to moisture, weather, temperature, corrosion, contaminants, dirt, vandalism, or other causes.
- D. After delivery to the installation site, a field inspection of the equipment shall be made by the Contractor. If any equipment has been damaged or for any reason does not comply with the requirements hereof, the Contractor shall replace, or, at CTDOT's discretion, repair the equipment at the Contractor's sole cost even though this equipment may have been previously inspected and approved for shipment.
- E. Contractor shall install equipment immediately upon delivery to the installation site. Pre-installation TVM storage shall be at Contractor facility located in Connecticut or a third-3 party facility in Connecticut, at Contractor's cost.

PART 3 - EXECUTION

1. GENERAL

- A. Software Source Code And Documentation:
 - 1. The Contractor shall arrange, at its expense, for a complete copy of the software and source code to be deposited with an escrow agent on the date of Final Acceptance of System by CTDOT and shall provide to CTDOT with all information needed for CTDOT to directly access the escrowed software and source code. On that date, the Contractor shall provide CTDOT with written confirmation from the escrow agent that such deposit has been made. Contractor shall arrange for updating the escrow deposit with all modifications and changes to the software and shall deposit a renewed copy of such source code whenever the software has been updated. The source code deposited shall include comments, explanations, and instructions to compile the software, and all software utilities and other materials necessary for use of source code. The costs of the escrow shall be borne by the Contractor and the duration of the escrow shall be coterminous with the Operation and Maintenance period.
 - 2. The source code shall be released from escrow to CTDOT upon: (a) failure of the Contractor to function as a going concern or operate in the ordinary course; or (b) the voluntary or involuntary bankruptcy of the Contractor. Upon release from escrow, and notwithstanding anything in this Agreement to the contrary, CTDOT

shall have the right to use, copy, and modify the source code in order to use and support the software for the System, subject to all license restrictions. Regarding any release to CTDOT of the source code, CTDOT and its authorized representative(s) shall have the right to use the source code in order to use and support the software for the System, including the right to engage the services of a third party to assist CTDOT to use and support the software for the System.

3. Upon termination of CTDOT's Agreement with the Contractor, CTDOT shall have the right to maintain the escrow at CTDOT's expense. If contract termination is caused by (a) failure of the Contractor to function as a going concern or operate in the ordinary course, or (b) the voluntary or involuntary bankruptcy of the Contractor, CTDOT shall continue to be licensed to use the software and the source code to support and maintain the software for the System. This clause shall survive the expiration or termination of this Agreement.

2. PRE-INSTALLATION OF TVMs

- A. Surface Cleaning: Contractor shall clean out openings immediately before installing TVMs and comply with manufacturer's written instructions.
- B. Contractor shall confirm power circuits are installed and can be activated. Coordinate with other CTDOT contractors as required.
- C. Contractor shall confirm data cable has been installed and can be activated. Coordinate with other CTDOT contractors as required.

3. INSTALLATION OF TVMs

- A. Wire and Cable Installation
 1. The Contractor shall make the proper fiber and electrical connections, including the furnishing of all wire, cable, and other materials as necessary to make final connections.
- B. Finishing Requirements
 1. The interface between the bases of the TVM and the station platform shall be sealed with a material approved by CTDOT. The seal shall perform as a durable, attractive, watertight seal and shall be resistant to abrasion, weather, corrosion, staining, and migration. The seal shall not deteriorate in any manner except as indicated in manufacturer's data. The seal shall be installed in compliance with the manufacturer's requirements and recommendations. It shall be possible to remove and replace the System equipment without damage to the platform, anchor bolts, or the equipment.

C. Installation Procedures

1. Not less than 60 days prior to delivery of the first TVM, the Contactor shall submit for CTDOT's review and approval drawings of the equipment installation, indicating details on the equipment installation, and electrical and communications connections. In addition, the installation and removal procedures shall be sufficiently detailed such that CTDOT could perform TVM installation and removal.
2. The Contractor shall demonstrate to CTDOT that they have the necessary labor force and equipment to meet the allowable Project Schedule and Milestones set forth in Part 5.
3. The Contractor shall be required to perform temperature sensitive work during the winter months. Therefore, preparations must be made by the Contractor to protect this work from the cold and adverse conditions that the winter months may bring. There will be no additional compensation paid to the Contractor for this work but it shall be included in the general cost of the work.

4. FIELD QUALITY CONTROL

- A. Conduct complete inspection and testing of equipment, including verification of operation with connected equipment.
- B. Test devices and demonstrate operational features for CTDOT representative and authorities having jurisdiction, as applicable.
- C. Correct deficiencies until results satisfactory to CTDOT are obtained.
- D. Maintain test records in an orderly manner in accordance with the Agreement.
- E. Submit written copies of test results to CTDOT.

5. TRAINING

- A. The Contractor shall only conduct training for CTDOT as is required to utilize the DCRS. This training shall be considered complete when the Contractor trainer certifies that CTDOT personnel who had undertaken the training are qualified to use the DCRS applications. For future use by CTDOT, training materials and manuals shall be provided for all aspects of the System.
- B. The Contractor shall supply training material and manuals sufficient for CTDOT or CTDOT representatives to configure, operate, maintain and repair the equipment and Software supplied. Training material shall be provided such that CTDOT will have sufficient information for any internal or contracted future System service as needs become known. This shall include an overview of the Software organization, required input data and specific Software features developed, process and procedures for the

development and maintenance of fare tables. Features of the System necessary for managerial administration and understanding of the System shall be included in the training either as a specific session or included as a topic within the presentations. The training outline shall also include the final configuration and set up of the production DCRS application, the implementation and testing of the connection with third party clearing house(s) and installation and commissioning of one (1) production TVM. This clause shall survive the expiration or termination of this Agreement.

- C. The Contractor shall supply course descriptions, training material outlines, manual outlines and a sample manual chapter for CTDOT review and approval prior to the FAT. The Contractor shall provide draft training materials and manuals no later than three (3) months prior to System installation, for CTDOT comment. Finalized course descriptions, training material outlines, manual outlines and final copies of all manuals, addressing earlier CTDOT comments, shall be submitted prior to completion of the 30-Day Operational Test for CTDOT review and approval.
- D. Additionally, a TVM operating in a stand-alone manner shall be available during normal business hours for CTDOT personnel and representatives to inspect at a location approved by CTDOT, within 15-miles of New Haven Union Station.
- E. Videos of the DCRS training shall be provided for future CTDOT training sessions in a format to be approved by CTDOT. Following the training, the Contractor shall deliver the draft trainer manual for CTDOT review and approval. Contractor shall revise trainer notes and deliver a final training manual to CTDOT prior to completion of the 30-Day Operational Test.
- F. The Contractor shall provide CTDOT a full set of system maintenance, installation and administration manuals, fare media specifications, parts list, parts list of commonly available items, and supplier information. This shall include two (2) hard copies and an electronic format to be approved by CTDOT at PDR.
- G. The Contractor shall be responsible for the following training program activities:
 - 1. Conducting the DCRS related training sessions, and providing follow-up training as required.
- H. Training Program General Requirements
 - 1. All training presentations and material shall be in English.
 - 2. Instruction shall be tailored to the specific needs of each class of personnel to be trained or familiarized on the system and equipment; e.g., revenue collection and reporting emphasis for revenue personnel and management; general overview for executive management.
 - 3. DCRS training sessions shall occur at CTDOT-designated facilities.

- I. Training Schedule: Training shall be scheduled in coordination with and for approval by CTDOT. The schedule shall be consistent with the following factors:
 - 1. Production equipment and System software are available to support “hands-on” classroom training.
 - 2. Completion of training will occur in time for CTDOT personnel to perform their duties related to the new System prior to System implementation;
 - 3. Lag time between training completion and actual use of skills will be minimal.
- J. Training Program Plan: The Contractor shall submit a training program plan for review and approval by CTDOT during the PDR phase. The training program plan shall include the following information, as a minimum:
 - 1. General Description of the training program
 - 2. Program Schedule
 - 3. Course descriptions
- K. Training Course Curricula and Materials
 - 1. Training shall occur only after CTDOT review and approval of all training course curricula, materials and manuals.
 - 2. The curriculum and training material for each course shall include at least the following:
 - a. Course Outline and Lesson Plan: Lesson title, lesson objectives, instructing sequences (outline).
 - b. Instructor Material: Used initially by the Contractor instructors, the instructor material shall be in sufficient detail to enable CTDOT management and supervisors to, in turn, train newly-hired or newly-assigned CTDOT personnel.
 - 3. At the completion of all training courses, one (1) set of training material originals suitable for reproduction, shall be delivered to CTDOT.
 - 4. Final materials shall be provided in a format that is modifiable and reproducible using standard Windows – Office software.
- L. Training Courses
 - 1. The Contractor shall conduct training classes on DCRS usage.
- M. Manuals – General
 - 1. The Contractor shall provide a complete documentation plan to CTDOT, identifying all manuals required for the operation and maintenance of the System and the development and delivery schedule for submission of each manual to CTDOT. All manuals are to be written in English.

2. The manuals shall be complete, accurate, up to date, and thoroughly cross-indexed with no extraneous material such as advertisements or irrelevant information.
3. Manuals shall be bound in hard or flexible covers. Illustrations shall be clear; and printed matter, and shall be legible. If reduced drawings are incorporated into manuals, original lines and letters shall be darkened as necessary to retain their legibility after reduction. Larger drawings may be folded into manuals to page size but in no case shall be larger than 18 inches by 24 inches. Any reproduction shall be of near-perfect quality. No blotched or illegible areas on any reproduction are allowed. These materials shall also be submitted to CTDOT electronically in original format, as approved by CTDOT at the PDR phase, and in PDF format.
4. All manuals are to use nomenclature, symbols and designations common to those found and approved by such bodies as IEEE, which are common to the U.S. work place. References to supplemental information shall be included where necessary. All manuals shall include final as-builts, single-line diagrams, cable/conduit labeling information and panel schedules.
5. Manuals shall be assembled so that a person possessing reasonable intelligence and skill could take the manual and maintain or operate the specific system or equipment without difficulty or requiring assistance from other sources.
6. Manuals furnished may be manufacturer's standard publications in regard to size and binding provided they comply with the specified requirements relative to quantity and quality of information and data and upon approval by CTDOT.

N. Operating Diagrams

1. Electrical wiring diagrams and other diagrams necessary for operation of the equipment shall be provided for System equipment.
2. No single diagram shall show more than one system or parts thereof.
3. Diagrams shall be reproduced by photographic process to a size not to exceed 18 inches by 24 inches and shall be complete and legible in all respects. Systems shall be subdivided into portions, which are operable from location where diagrams are installed, and to provide intelligible information within specified size. Other formats which are equal in clarity, sharpness, durability, and permanence will be considered.

O. TVM Manuals

1. TVM Operating Instruction Manual – shall contain all information needed for safe, proper, and efficient operation of the TVMs. Manuals shall include general orientation and familiarization information for all features of the TVM. Detailed information shall be provided regarding location, function and operation of all

controls, indicators, switches, hardware and reset buttons, and trouble diagnosis. All normal operational sequences shall be described in detail. This manual shall also describe how revenue servicing and data reconciliation will be handled if the area's communications network has failed.

2. TVM Preventive Maintenance Manual – shall contain all information needed to enable maintainers to perform all periodic inspection and preventive maintenance tasks including all routine lubrication, inspection and replacement of consumable items. The manual shall contain recommended preventive maintenance schedules grouped, as much as possible, into compatible and convenient intervals of time, or operating hours. If binder size limitations permit, this manual may be combined with the TVM Corrective Maintenance Manual.
3. TVM Corrective Maintenance Manual – shall contain all information needed to enable maintainers to diagnose problems, and to make adjustments and repairs to all TVM components and sub-assemblies. Repairs include adjustments, repairs or replacements prescribed to restore the TVM components and subassemblies to a normal operational condition in an efficient and timely manner. The manual shall also include:
 - a. A general description of each subsystem, component and subassembly;
 - b. Procedures to exchange all major components;
 - c. Functional block diagrams;
 - d. Detailed schematics;
 - e. Wiring diagrams; and
 - f. Pictorials with exploded views to permit easy part identification.
4. TVM Shop Repair and Overhaul Manual – shall contain a detailed description of each assembly and subassembly to enable maintainers to service, maintain, repair, replace, rebuild, and overhaul the TVM. If binder size limitation permits, this manual may be combined with the TVM Parts Manual. The manual shall also include:
 - a. Circuit board diagnosis and repair procedures;
 - b. Complete systematic procedures;
 - c. Wear and tolerance limits for determining when overhauls are needed;
 - d. Overhaul procedures for all major components;
 - e. Special tools and equipment required; and
 - f. Pictorials with exploded views to permit easy parts identification.
5. TVM Parts Manual – shall enumerate and describe every TVM component with its related parts, including the supplier's number, the Contractor's number, and provision for entry of CTDOT stores number. The manual shall also include:

- a. A complete list of spare parts with vendor's name, contract, part number and current price list as of six (6) months prior to installation;
 - b. Cut-away and exploded drawings to permit identification of all parts not readily identified by description;
 - c. Parts common to different components, such as screws, shall bear the same Contractor's number with reference to the other components where they are found;
 - d. Each part or component shall be identified as being part of the next assembly;
 - e. Commercially available items such as standard fasteners, fuses, lamps, fittings, switches, solenoids, and motors shall be identified by standard hardware nomenclature in addition to the Contractor's number.
6. TVM Software and Programming Manual – shall describe how to operate and maintain the TVM software. Procedures for updating the TVM application software source code, including data files, data file structure, and data file mapping and cross-referencing.
- P. DCRS Manuals: The Contractor shall provide complete and organized DCRS Manuals that shall include, as a minimum, the following information:
1. OEM Manuals – shall be provided unaltered. All manufacturers' hardware and software documentation for the DCRS, workstation, and any associated networking hardware and software shall be supplied in their entirety. Where appropriate, these manuals may be bound with the Contractor's documentation.
 2. DCRS Administrator's Manual – shall supply all necessary procedures to administer the DCRS and the associated networking hardware and software. Administrative requirements of the DCRS operating system software shall be described in detail or specific references to the manufacturer's operating system documentation shall be supplied. All administrative procedures, including managing user accounts, data archiving, and backup creation and restoration (full and incremental) shall be provided in this documentation.
 3. DCRS Workstation User's Manual – shall provide complete documentation on the use of the revenue and maintenance Workstations. All functions supported by these workstations shall be fully explained, including logging onto the system, querying the database, generating reports, altering fare table and other operating parameters, downloading data, polling TVMs for data, managing the voice messaging system, and proper responses to all input requests. Extensive use of sample screens shall be employed throughout the manual.
 4. DCRS Report Formatting Manual – shall provide instructions on how to create new queries and reports and to modify existing reports. Instructions on how to add reports to the list of prepared reports, to schedule reports for automated

- generation at predetermined times, and to delete unused reports shall also be provided. If necessary, specific references to manufacturer's documentation shall also be provided to clarify instructions. If binder size limitations permit, this manual may be combined with the DCRS Design and Database Structure Manual.
5. DCRS Design and Database Structure Manual – shall describe the design of the DCRS network architecture and the communications protocols used between the DCRS, TVMs, and the DCRS workstations. The manual shall provide a complete description of the database structure, including definitions, parameters, and relations for all database fields, records, and tables.
 6. Wiring diagrams shall be provided that reflect the as-built condition of the communications system.

PART 4 - OPERATION AND MAINTENANCE

1. Summary

- A. The Contractor shall provide operation and maintenance services of the System following initial TVM installation, through completion of the 30--Day Operational Test, and until the end of the Operation and Maintenance period. This shall include all aspects necessary for operation of the System including, but not limited to, ticket stock replacement, receipt replacement, cash handling, cash reconciliation, onsite TVM corrective maintenance, offsite TVM maintenance of subcomponents, DCRS maintenance, preventative maintenance and System reporting.

2. Service Levels

- A. For each calendar day, the TVMs shall achieve an average availability of 96%. Availability shall be calculated as the percent total time TVMs are available for full revenue service, calculate at a per-minute granularity. If during one (1) hour, one (1) out of ten (10) TVMs were out of service for ten (10) minutes, the availability for the hour would be 98.33%.
- B. Any TVM failure that potentially impacts a customer's ability to purchase a ticket will cause the TVM to be counted as unavailable. This includes TVM component failure, failure to replace ticket stock, failure to provide timely revenue servicing, etc.
- C. In case of DCRS failure, or other wide-spread System failure restricting credit card purchases, all TVMs shall be considered as unavailable.
- D. Unavailability due to the following causes is excluded from the average availability calculation. TVMs subject to these conditions will be considered available through the duration.

1. Active revenue servicing;

2. Data communication issues not due to Contractor equipment failure;
 3. Vandalism; and
 4. When force majeure is in effect.
- E. The Contractor shall submit a monthly report by no later than the 15th day of each month to CTDOT indicating the service levels achieved during the prior month, and the prior twelve (12) months. Via the DCRS, CTDOT shall have access to daily and weekly service level reports. Upon CTDOT's request, the Contractor shall submit comprehensive documentation in support of the calculated service levels, including incident reports, repair histories, status logs and DCRS reports.
- F. If the Contractor fails to meet the required service levels in any week, the Contractor shall undertake immediate steps to quickly rectify the problems. Failure to correct such performance shortcomings may, at CTDOT's sole discretion, result in Liquidated Damages being assessed and/or payments being withheld. Nothing in this section shall be construed as a waiver of any of DOT's remedies under the Agreement, nor relieve the Contractor from any liability related to its breach of the Agreement.

3. Maintenance Services

- A. The Contractor shall perform all preventative maintenance, all corrective maintenance, all hardware repairs, and all routine refurbishments for the fixed monthly fee stipulated for Operation and Maintenance. The Contractor shall invoice CTDOT on a monthly basis for any repairs due to vandalism or unavoidable accident.
- B. The Contractor shall submit the TVM Parts, Repair and Labor Pricing Manifest for CTDOT review and approval ninety (90) days following FDR or thirty (30) days prior to TVM installation, whichever is sooner. The Parts, Repair and Labor Pricing Manifest shall include material and labor prices for replacement of the lowest replaceable units. A per-hour pricing list shall be provided for all staff positions.
- C. Technical Services
1. During the Operation and Maintenance period, the Contractor shall make qualified technical staff available for 2,000 hours per year.
 2. The Contractor's technical staff shall be expected to perform remote technical support, onsite technical support, software development, and upgrades/updates to System software as more particularly set forth in section 5 below.
 3. Any task that requires over one (1) hour of effort shall require a formal task order. Formal task orders may be requested by email or other written correspondence. Upon receipt, the Contractor shall provide a good faith estimate of the number of labor hours required to satisfy the request, the individuals assigned, proposed schedule, and any other relevant information. Hours expended in excess of 50% over the approved task estimate shall not

count against the allocated technical services hours. The Contractor shall continue working until the task is completed. If the Contractor cannot or will not complete the task, all hours expended on the task shall be 'refunded'.

4. CTDOT will provide to the Contractor a list of individuals authorized to request remote technical support. CTDOT will also provide a list of individuals authorized to formally request task orders, accept Contractor estimates and approve execution of task order per Contractor estimate.
5. Remote technical support shall be provided by the Contractor during normal Eastern Time Zone business hours as designated by CTDOT. Onsite technical support must be quoted for other direct costs (ODCs) and approved by CTDOT. Approved ODCs shall be invoiced monthly with actual receipts provided for justification.
6. All software work performed by the Contractor (or by any subcontractor(s) on its behalf) shall be warranted against defects for a period of one (1) year after installation. Labor required to correct defects in software (other than off-the-shelf, commercially-available third party software) shall not count as Technical Services hours. All software modifications shall be tested, documented and escrowed in the same manner as required for the initially delivered software.
7. Within approximately two (2) years of each major OEM operating system or relational database release, as used for DCRS or TVM, CTDOT may request Contractor to convert portions of the System to the new OEM release.
8. Any hours remaining in the labor bank at the conclusion of the Operation and Maintenance period shall be forfeited.

4. Revenue Services

- A. The Contractor, not CTDOT, is **fully responsible** for all revenue servicing, including, but not limited to any third party services, during the Operation and Maintenance period.
- B. The Contractor may subcontract portions of the revenue servicing to other entities, such as cash collection by an armored car service.
- C. Revenue servicing shall include, at a minimum:
 1. Exchange of partially full and full bill vaults with empty bill vaults;
 2. Exchange of partially full and full coin vaults with empty bill vaults;
 3. Exchange of partially empty and empty coin hoppers with full coin hoppers;
 4. Exchange of partially empty and empty bill hoppers with full bill hoppers (if used);
 5. Replenishment of ticket stock;
 6. Replenishment of receipt stock;
 7. Counting and depositing revenues collected in accordance with the Agreement and Connecticut General Statutes Title 4 - Management of State Agencies

Chapter 47 - State Property and Funds Section 4-32 - State revenue accounting;
and

8. Any third party agreements required for credit or debit processing
- D. Ticket stock will be provided by CTDOT to the Contractor.
- E. Revenue servicing shall be performed at least twice a calendar week, or more frequently as required to meet service levels.
- F. Contractor shall provide a revenue service plan for CTDOT review and approval ninety (90) days following FDR or thirty (30) days prior to TVM installation, whichever is sooner.

PART 5 - MEASUREMENT AND PAYMENT

1. Payment Terms

- A. CTDOT approved PDR is a prerequisite for all subsequent payments.
- B. CTDOT approved FDR is a prerequisite for all subsequent payments.
- C. TVM and DCRS FAT are prerequisites for all subsequent payments.
- D. Payment for the Operation and Maintenance period shall not begin until thirty (30) days after successful completion of the 30-Day Operational Test. The Contractor will not be reimbursed for System operation and maintenance during the period of time the 30-Day Operational Test is ongoing.

2. Project Schedule and Milestones.

- A. The following table details the System Project Schedule and Milestones for this Scope of Work. Failure to meet the milestones may result in the assessment of Liquidated Damages and/or payments being withheld as set forth in the Agreement.

PROJECT SCHEDULE and MILESTONES

#	Description	Date
	Notice to Proceed (estimated)	February 27, 2015
Milestone No. 1	Approval of Preliminary Design Review (PDR)	June 1, 2015
Milestone No. 2	Approval of Final Design Review (FDR)	January 2, 2016
Milestone No. 3	Successful completion of first TVM Factory Acceptance Test	May 1, 2016
Milestone No. 4	Successful completion of DCRS Factory Acceptance Test	May 1, 2016
Access Constraints No. 1	CTrail Hartford Line Service stations available for TVM installation	July 27, 2016
	Ticket Vending Machine Deliveries Complete	October 20, 2016
Milestone No. 5	All installation, inspection and testing complete, excluding the 30-Day Operational Test.	December 22, 2016
	Start of 30-Day Operational Test	December 29, 2016
Start of Revenue Service	CTrail Hartford Line Service start of revenue service and start of DCRS hosting	On or about December 29, 2016, subject to final determination by State
Milestone No. 6	Successful completion of 30-Day Operational Test	30-Days after start of Operational Test
	Completion of Base System Operation and Maintenance Period	60 months after successful completion of the 30-Day Operational Test
	Options / Extended Services	To be determined by CTDOT

3. TVMS Installation Layout

A. The following table details the TVMS Installation Layout for this Scope of Work.

TVMS INSTALLATION LAYOUT

Station	TVM Count	Plans Available	Notes
Wallingford	4	Yes	2 in overpass towers, 1 on west platform, 1 at southeast gateway canopy
Meriden	4	Yes	2 in overpass towers, 1 on each platform
Berlin	4	Yes	2 in overpass towers, 1 in existing structure, 1 on east platform
New Haven	2	As addendum	
State Street	2	As addendum	
Hartford	2	As addendum	
Springfield, MA	2	As addendum	
Spares	3		Contractor is expected to store these TVMS during the Operation and Maintenance period.
TOTAL BASE SYSTEM	23		
Options	3 sets of 10	No*	Remaining NHHS – Windsor, North Haven, Newington, West Hartford, Enfield, Windsor Locks Shore Line East – Branford, Guilford, Madison, Clinton, Westbrook, Old Saybrook, New London Spare TVMS

A map of the New Haven - Hartford - Springfield High Speed Rail Program area. The map shows a yellow highlighted rail line running north-south through the region. Key locations marked include Windsor Locks, Hartford, Hartford Union Station, Newington, Meriden, and Wallingford. Major highways are shown in orange, including I-84, I-91, and I-691. The text "NEW HAVEN - HARTFORD - SPRINGFIELD HIGH SPEED RAIL PROGRAM" is overlaid on the map in large, bold, black letters.

**NEW HAVEN - HARTFORD -
SPRINGFIELD
HIGH SPEED RAIL PROGRAM**

ATTACHMENT C

Ticket Vending Machine System

Draft Agreement

December 10, 2014

**AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
(CONTRACTOR)
FOR THE TICKET VENDING MACHINE SYSTEM
FOR
CTrail HARTFORD LINE SERVICE**

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SCHEDULE D -	STATE EMPLOYEE CODE OF ETHICS POLICY
SCHEDULE E -	NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS
SCHEDULE F -	TITLE VI CONTRACTOR ASSURANCES
SCHEDULE G -	SPECIAL PROVISION, SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET-ASIDE) (MARCH 2001)

OTHER STATE REQUIRED DOCUMENTS

1. Nondiscrimination Certification – OPM Form C, D or E
2. Gift and Campaign Contribution Certification - OPM Ethics Form 1
3. Certification Of State Agency Official Or Employee Authorized To Execute Contract - OPM Ethics Form 3
4. Consulting Agreement Affidavit - OPM Ethics Form 5
5. Affirmation of Receipt of State Ethics Laws Summary - OPM Ethics Form 6
6. OPM Iran Certification Form 7
7. Guide to the Code of Ethics for Current or Potential State Contractors

AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
(CONTRACTOR)
FOR THE TICKET VENDING MACHINE SYSTEM
FOR
CTrail HARTFORD LINE SERVICE

THIS AGREEMENT ("Agreement") has been concluded at Newington, Connecticut, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, duly authorized, hereinafter referred to as "CTDOT", and _____, a _____ authorized to do business in the State of Connecticut, having a principal place of business located at _____ (ADDRESS) _____, _____ (NAME, TITLE) _____, hereunto duly authorized, hereinafter referred to as the "Contractor."

WHEREAS, CTDOT is deploying a Ticket Vending Machine System ("System") which is necessary for the operation of the *CTrail* Hartford Line Service; and

WHEREAS, CTDOT conducted a competitive procurement process and selected the Contractor to design, manufacture, install, maintain and operate the System; and

WHEREAS, the Commissioner is authorized to enter this Agreement pursuant to § 13b-34 of the Connecticut General Statutes, as revised.

WHEREAS, the Commissioner has made the express finding required by § 13b-35 of the Connecticut General Statutes to enter into this Agreement, a copy of which is attached hereto.

NOW, THEREFORE, KNOW YE THAT:

ARTICLE 1. DEFINITIONS

The following definitions shall apply to this Agreement:

- 1.1 "Attorney General" means the Attorney General of the State of Connecticut.
- 1.2 "Change Order" has the definition set forth in section 6.1.
- 1.3 "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmature, contingent, known or unknown, at law or in equity in any forum.
- 1.4 "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's

maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that CTDOT classifies as "confidential" or "restricted." Notwithstanding the above, Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

- 1.5 "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the CTDOT or State.
- 1.6 "Contractor Parties" or "Contractor Party" means a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees, subcontractors, vendors, and subcontractors or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Agreement in any capacity.
- 1.7 "CTrail Hartford Line Service" means CTDOT's regional passenger rail service operating between New Haven, CT and Springfield, MA.
- 1.8 "DCRS" means the Data Collection and Reporting System as more particularly described in the Scope of Work.
- 1.9 "Effective Date" has the meaning set forth in section 3.1.
- 1.10 "Final Acceptance" means CTDOT's determination that the Work or a component of the Work under the Agreement is complete.
- 1.11 "FRA" means the Federal Railroad Administration, a division of the United States Department of Transportation (USDOT).

- 1.12 “Liquidated Damages” means a dollar amount to be representative of the losses CTDOT will incur as a result of the Contractor's failure to complete a portion or all of the Work specified in the Agreement within the time specified in the Agreement. Liquidated Damages are not construed as a penalty.
- 1.13 “Milestone” means a required completion date for a portion or all of the Contractor’s Work set forth in the Scope of Work.
- 1.14 “Notice to Proceed” or “NTP” means the State’s written direction to the Contractor to start to perform the Work pursuant to the terms and conditions of the Agreement.
- 1.15 “Operation and Maintenance” means all services and activities necessary for operation of the System, as more particularly described in the Scope of Work at Part 4, including, but not limited to, fare handling, receipt stocking, cash handling, reconciliation, reporting, and repairs.
- 1.16 “Options” means the optional Work that DOT may elect for the Contractor perform under this Agreement, as detailed in the Scope of Work attached at Schedule A and the Pricing Summary attached at Schedule B to this Agreement.
- 1.17 “Payment Schedule Items” are those items listed in the Payment Schedule Table.
- 1.18 “Payment Schedule Table” means the table set forth in section 7.4(a)
- 1.19 “Pricing Summary” means the document attached to this Agreement at Schedule B.
- 1.20 “Proposal” means the documents and materials provided by the Contractor in response to the CTDOT’s Request for Proposals for the Ticket Vending Machine System.
- 1.21 “Records” means all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- 1.22 “Revenue Service” means the provision of **CTrail** Hartford Line Service to customers.
- 1.23 “Scope of Work” means the document attached to this Agreement at Schedule A.
- 1.24 “State” means the State of Connecticut, including CTDOT, and any office, department, board, council, commission, institution or other agency or entity of the State.
- 1.25 “System” means the Ticket Vending Machine System as more particularly described in the Scope of Work.
- 1.26 “Term” means the duration of the Agreement, which commences on the Effective Date

and extends through the Operation and Maintenance Period.

1.27 “TVM” means ticket vending machine as more particularly described in the Scope of Work.

1.28 “Work” means all services to be performed and goods and materials to be provided as set forth in the Scope of Work.

The Scope of Work attached to this Agreement at Schedule A contains additional definitions.

ARTICLE 2. PROVISION OF THE SYSTEM AND OPERATION AND MAINTENANCE SERVICES

2.1 The Contractor shall deliver the System in accordance with the Scope of Work set forth in Schedule A to this Agreement and by the Milestone dates set forth in the Scope of Work.

2.2 Contractor shall perform Operation and Maintenance of the System, commencing from the date of Final Acceptance of the System by CTDOT and continuing for an initial period of five (5) years, which may be extended at CTDOT’s sole discretion as set forth in this section, such initial period and any extensions thereto are hereinafter together referred to as the “Operation and Maintenance Period.” At CTDOT’s discretion, it may exercise the Option to extend the Operation and Maintenance Period for up to two (2) successive five (5)-year periods, with all terms and conditions of the Agreement remaining the same. In order to exercise such an Option, DOT shall provide written notice within sixty (60) days prior to the expiration of the then-current Operation and Maintenance period to the Contractor that it is exercising its Option to extend the Operation and Maintenance period.

2.3 The Contractor shall secure, at its sole expense, all licenses and authorizations required for its provision and Operation and Maintenance of the System.

2.4 During the Operation and Maintenance period, CTDOT may execute any of the Options set forth in the Scope of Work, and in such event, the Contractor shall perform the Option(s) in accordance with the Scope of Work.

ARTICLE 3. COMMENCEMENT OF WORK AND MILESTONES

3.1 The Agreement shall not be effective until the date it is approved as to form by the Attorney General (“Effective Date”). Once effective, the Agreement itself is not an authorization for the Contractor to begin performing Work. The Contractor may begin to perform Work only after it has received from CTDOT a written NTP. The commencement of performance without a written NTP is done so at the Contractor’s own risk.

3.2 The Contractor shall meet the Milestones and start the 30-day Operational Test by the

dates set forth in the Scope of Work.

3.3 Failure to complete the Work required by any Milestone, including, but not limited to, the start of Revenue Service, or any other Milestone, within the specified timeframe will result in payment being withheld until completion of the Work, to CTDOT's satisfaction.

3.4 If the System does not meet all of the requirements set forth in the Scope of Work, CTDOT may conditionally accept the System and place it in Revenue Service pending receipt of Contractor furnished materials and/or labor necessary to effectuate corrective action.

ARTICLE 4. PERSONNEL

4.1 The Contractor shall ensure that the Work is performed by qualified and experienced personnel, including subcontractors, as set forth in its Proposal. The Contractor shall be responsible for the performance of all of the Work and shall utilize to the fullest extent the specialized expertise and experience of the personnel that it listed in its Proposal.

4.2 The Contractor shall immediately remove any personnel or subcontractor that CTDOT, at its reasonable discretion, demands removal of by written notice to the Contractor. In a timely fashion, the Contractor shall secure replacement personnel or a replacement subcontractor who possess expertise and experience that, at the sole discretion of CTDOT, are equivalent to that which were being provided by the removed personnel or subcontractor. CTDOT must approve all replacement personnel and subcontractors prior to their beginning Work. The Contractor shall not replace any of the personnel listed in the Proposal, nor subsequent replacements, without the prior written approval of CTDOT, which will not be unduly withheld.

4.3 If the Contractor, through circumstances beyond its control, is unable to provide the services of the personnel listed in the Proposal, the Contractor shall be responsible for providing suitable replacement personnel for the performance of the particular items of Work involved. The replacement personnel submitted for approval by CTDOT, must possess expertise and experience, which, in the opinion of CTDOT, are equivalent to what would have been provided by the personnel set forth in the Proposal (or any replacement personnel previously approved by CTDOT).

4.4 The Contractor shall be responsible for any additional costs caused by the substitution of personnel. In no event shall any substitution of personnel result in an increase in compensation to be paid by CTDOT or a modification to the Project Schedule and Milestone table set forth in the Scope of Work at Part 5, section 2.A.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The Contractor shall perform its obligations under this Agreement in accordance with, and deliver a System that shall be and remain in full compliance with, all applicable

Federal and State laws, rules, regulations, codes, standards and guidelines, including, but not limited to:

- (a) all applicable FRA Requirements; and
- (b) the Americans with Disabilities Act (ADA) and regulations promulgated under the ADA, including, but not limited to, those issued by the U.S. Department of Transportation at 49 CFR Part 37, as may be revised, and in effect at the time of NTP.

5.2 In case of conflict between State and Federal law, rule, regulation, code, standard or guideline, the more stringent law, rule, regulation, code, standard or guideline will prevail as the minimum.

5.3 Relative to its performance under this Agreement, including but not limited to the Operation and Maintenance of the System, the Contractor shall promptly notify CTDOT of any violation of any such law, rule, regulation, code, standard or guideline which comes to the Contractor's attention, and take action to promptly remedy such violation. If the acts and omissions of the contract are directly or indirectly the cause of such violation then the remedy shall be at the Contractors sole cost and expense.

5.4 The Contractor shall be responsible paying any and all fines or damages (a) imposed for failure to comply with this Article or (b) associated with the negligent acts or omissions of the Contractor, its employees, agents, and representatives and its subcontractors. The cost of all such fines and damages are not transferable to CTDOT.

ARTICLE 6. CHANGE ORDERS

6.1 CTDOT may, at any time, with written notice to the Contractor, request changes to the Scope of Work, including, but not limited to, those required to address unforeseen conditions, new or amended State and/or Federal laws and regulations or procedures, or the correction of deficiencies (hereinafter referred to as a "Change Order").

6.2 As soon as possible after the Contractor receives a written Change Order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide CTDOT with a written statement either confirming that the change has no price impact on the Agreement or providing an explanation for the price increase or decrease involved in implementing the change.

6.3 The Change Order will not be effective and the Contractor shall not commence Work under the Change Order until CTDOT issues to the Contractor a written confirmation of the Change Order signed by an authorized representative of CTDOT.

6.4 Prior to expiration of the Operation and Maintenance period, any Change Orders required because the System does not fully perform in accordance with this Agreement

(including all Schedules), as determined by CTDOT, shall be performed by the Contractor without charge to CTDOT. Any investigation necessary to determine the source of the problem requiring the Change Order shall be done by the Contractor at its sole cost and expense.

ARTICLE 7. INVOICING AND PAYMENT

- 7.1 Work performed is eligible for invoicing and payment only when the Contractor successfully completes, to CTDOT's satisfaction, the Payment Schedule Items in the sequential order listed on the Payment Schedule Table and submits valid, properly prepared invoices, containing a level of detail as required by CTDOT, that can be approved for processing, all in accordance with the following requirements:
- (a) In no event shall the amount set forth in any invoice submitted by the Contractor exceed 100% of the cost incurred by the Contractor to the date of the invoice;
 - (b) The Contractor shall prepare a written certification at the time of completion of each Payment Schedule Item certifying the successful completion of the Payment Schedule Item and forward to CTDOT with the applicable invoice;
 - (c) Documentation must be on file with the Contractor and forwarded to CTDOT with each invoice to support the Contractor's invoice costs;
 - (d) The Contractor's invoices shall show a complete breakdown of the Work components, include a reference to "CORE I.D.# 15DOT0098AA," and be accompanied by a completed form titled "Invoice Summary and Processing (ISP) form" (available from CTDOT website www.ct.gov/dot as a fillable .xls file);
 - (e) All invoices must meet or exceed generally accepted accounting standards and must be in a format acceptable to CTDOT; and
 - (f) The Contractor's invoices may not be submitted more frequently than monthly in accordance with the Payment Schedule Table.
- 7.2 The Contractor shall maintain books and records as related to the Work in such a manner that supports each invoice based upon the actual, reasonable and necessary costs incurred by the Contractor that are directly attributable or properly allocable to the Work. Incomplete or incorrect entries in such records will be grounds for disallowance by CTDOT of any fees or expenses. If an audit should disclose any invoices that were submitted by the Contractor, and paid, exceed 100% of the Contractor's actual costs, this excess shall be returned to CTDOT within sixty (60) days from the date that CTDOT notifies the Contractor of the excess payment.

7.3 An invoice, or portion thereof, submitted by the Contractor may be rejected by CTDOT for any or all of the following reasons:

- (a) The amount invoiced is inconsistent with the Payment Schedule Table or the Pricing Summary;
- (b) The invoice is for performance of Work under the Agreement that is in dispute or for which the Contractor has failed to otherwise comply with applicable Agreement provision(s);
- (c) The item or services presented in the invoice, have not been accepted by CTDOT or completed to CTDOT's satisfaction;
- (d) The quantity of items delivered by the Contractor is less than the quantity ordered by CTDOT;
- (e) The items or services delivered by the Contractor, and being invoiced, do not meet the quality requirements set forth in this Agreement;
- (f) The Contractor has not submitted satisfactory documentation or other evidence required by CTDOT for processing of invoices; or
- (g) The invoice is not properly prepared or does not contain a level of detail as required by CTDOT, as set forth in section 7.1.

7.4 Payment for Payment Schedule Items.

- (a) The Payment Schedule Table is set forth below.

PAYMENT SCHEDULE TABLE

#	Payment Schedule Items	Payment %
1	Approval of Preliminary Design Review (PDR)	7%
2	Approval of Final Design Review (FDR)	7%
3	Approval of First Factory Acceptance Test (FAT) for TVM	15%
4	Approval of FAT for DCRS	15%
5	Commencement of DCRS Hosting Services	15%
6	Acceptance of TVM Installation	12%

7	Delivery of all Spare Parts	4%
8	Completion of all Training and Delivery of all Training Materials	3%
9	Delivery of all Manuals and Documentation	3%
10	Successful Completion of 30-Day Operational Test	19%
	TOTAL [Excluding payments associated with monthly-invoiced Operation and Maintenance services]	100%

- (b) The percentage of payment for each Payment Schedule Item shall be based on the total executed Agreement value, less the total Agreement value of monthly-invoiced Operation and Maintenance fixed fee.
- (c) Approved PDR (Payment Schedule Item 1), Approved FDR (Payment Schedule Item 2), Approval of FATs (Payment Schedule Items 3 & 4) and Acceptance of TVM Installation (Payment Schedule Item 6) are prerequisites for any subsequent Milestone payments.

7.5 Waiver and Release.

- (a) For each payment, the Contractor shall provide a waiver and release of lien document for all Work performed. In the event the Contractor has subcontracted any of the Work, Contractor shall require all subcontractors, prior to final payment of each subcontractor, to furnish the Contractor with a valid waiver and release of lien document in a form acceptable to CTDOT for all Work performed or the equipment or material furnished by each subcontractor.
- (b) The acceptance by the Contractor of the final payment shall operate as and shall be a release of CTDOT, and its officers, agents, and employees, from all Claims and liability to the Contractor for anything done or furnished for, or relating to, the Work, or for any act or neglect of CTDOT, or its officers, agents, and employees, relating to or affecting the Work.

7.5 Payment for Change Orders. The Contractor shall only prepare invoice(s) for CTDOT-confirmed Change Order(s) that are eligible for payment as determined by either completion of the Work to the satisfaction of CTDOT or as otherwise defined by CTDOT in its written confirmation of the Change Order.

7.6 Payment for Operation & Maintenance. Payments for the monthly-invoiced Operation and Maintenance fixed fee during the Operation and Maintenance Period will be made as specified in the Pricing Summary.

ARTICLE 8. REVENUE HANDLING AND RECONCILIATION

- 8.1 The Contractor shall be responsible for all cash from revenue collection until such cash is deposited into CTDOT bank accounts in accordance with Part 4, section 4 of the Scope of Work. Contractor shall be responsible for all shortages between deposited cash, purchase tickets and accounting reports for each cash container, unless an exception is approved, in writing, by CTDOT.
- 8.2 Prior to depositing cash, the Contractor shall be responsible for collecting and transporting cash to a secure facility that has been established by the Contractor for System revenue processing. The Contractor shall sort and count the cash. The contents of each cash container shall be recorded individually for each cash container serviced. The Contractor may subcontract the duties set forth in this section, including, by way of example, but not limited to, armored car transport services and cash counting/processing services, and the Contractor shall remain responsible for the successful completion of any such subcontracted duties to CTDOT's satisfaction. The Contractor shall comply, and shall ensure that any subcontractor complies, with all applicable law and regulations and highest standards of care in the industry of revenue handling, transport and processing.
- 8.3 Cash processed shall be deposited into a bank account designated by CTDOT in accordance with the requirements and deadlines set forth in § 4-32 of the Connecticut General Statutes, as may be revised. The Contractor shall submit to CTDOT deposit receipts for the contents of each cash container serviced to CTDOT by the first business day immediately following the calendar day that the cash was collected and deposited. The Contractor shall submit the deposit receipts to CTDOT-designated employees by email on the day of deposit, or by other means as may be requested by CTDOT from time to time, and also retain an electronic backup.
- 8.4 The Contractor shall provide a complete description of the payment collection and revenue reconciliation processes, including interfaces with the payment entity designated by CTDOT, for CTDOT review at the PDR and CTDOT approval at the FDR. During the Term of the Agreement, the Contractor shall not modify any of the payment collection and revenue reconciliation processes without prior written approval from CTDOT.

ARTICLE 9. ASSISTANCE AND COOPERATION; REVIEW OF WORK

- 9.1 Should any Claims be made or instituted by any person against the State in connection with this Agreement, the Contractor shall give the State all pertinent information and reasonable assistance in defense or other disposition thereof. The terms of this paragraph shall not be construed as a waiver of sovereign immunity. This Article shall survive the expiration or termination of this Agreement.

9.2 CTDOT, FRA, and any other authorized State or Federal agencies shall have the right to review at any time, the Work performed under this Agreement. The Contractor shall be and remain fully responsible for its Work under this Agreement, including any supplements or extensions to the Agreement, and any review by CTDOT, FRA or other authorized agency shall not relieve Contractor of this responsibility.

9.3 The Contractor shall: cooperate fully with all representatives of all allied disciplines involved with the CT**rail** Hartford Line Service, including, but not necessarily limited to, other CTDOT contractors, CTDOT personnel, municipalities, official visitors approved by CTDOT, National Passenger Railroad Corporation (Amtrak), New York's Metropolitan Transportation Authority (MTA), public utility companies and others engaged in the construction, access and readiness of CT**rail** Hartford Line Service and related projects; attend such meetings, discussions, hearings as may be requested from time to time by CTDOT to effectuate this cooperation; and comply with all directives given by CTDOT.

ARTICLE 10. INSURANCE FOR THE CONTRACTOR AND SUBCONTRACTOR(S)

10.1 The Contractor shall carry, and shall ensure that its subcontractor(s) carry, for the duration of this Agreement, and any extensions of this Agreement, with the State of Connecticut being named as an additional insured party for paragraphs (a) and (b) of this section 10.1, the following minimum insurance coverage at no direct cost to CTDOT. In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) of this section 10.1, the State of Connecticut shall be named as an additional insured:

- (a) **COMMERCIAL GENERAL LIABILITY.** The Contractor shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
- (b) **AUTOMOBILE LIABILITY.** 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 One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile

liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

- (c) RAILROAD PROTECTIVE LIABILITY. When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by the Contractor and/or its subcontractor(s), the Contractor shall carry, and/or require each subcontractor to carry, Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy, period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, and (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, and with CTDOT, if not falling within any of the above-listed categories, also named as an insured party. If such insurance is required, the Contractor shall obtain and submit evidence of the minimum coverage indicated above to CTDOT prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by CTDOT.
- (d) WORKERS' COMPENSATION. With respect to all operations the Contractor performs, and all those performed for the Contractor by its subcontractor(s), the Contractor 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.

10.2 In conjunction with the above, the Contractor agrees to furnish to CTDOT a Certificate of Insurance, on a form acceptable to CTDOT, fully executed by an insurance company or companies satisfactory to CTDOT, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

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

10.4 Contractor expressly understands and agrees that any insurance coverages and limits furnished by the Contractor shall in no way limit Contractor's liabilities and responsibilities specified within this Agreement or under applicable laws.

ARTICLE 11. BONDING REQUIREMENTS

11.1 The Contractor shall obtain a performance bond in an amount no less than the total dollar amount of the Agreement as of the Effective Date. The Contractor shall have the performance bond in effect upon the date of its execution of the Agreement.

11.2 Throughout the Term of the Agreement, at the time of Contractor's receipt of payment for each Payment Schedule Item, the Contractor shall decrease the amount of the performance bond by the amount of payment received for the respective Payment Schedule Item. Throughout the Term of the Agreement, upon the exercise of any Options by CTDOT (excluding the two (2) Options for extension of the Operation and Maintenance Period), the Contractor shall increase the amount of the performance bond by the amount of the exercised Option.

ARTICLE 12. INDEMNIFICATION

12.1 The Contractor shall indemnify, defend and hold harmless CTDOT and the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless CTDOT and the State against Claims includes, but is not limited to, Claims concerning confidentiality of any part of or all of the Contractor's bid, Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

12.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State of Connecticut.

12.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

12.4 The Contractor's duties under this section shall remain fully in effect and binding in

accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

12.5 The Contractor shall carry and maintain at all times during the Term of the Agreement, and during the time that any provisions survive the Term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to CTDOT prior to the Effective Date of the Agreement. The Contractor shall not begin performance of this Agreement until the delivery of the policy to CTDOT. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.

12.6 This Article shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

ARTICLE 13. LIQUIDATED DAMAGES

13.1 The Contractor shall be assessed Liquidated Damages for late completion of a successful 30-Day Operational Test and Final Acceptance of the System, with "late" meaning after the start of Revenue Service, in the amount of Seven Thousand Dollars (\$7,000) per calendar day for each calendar day after start of Revenue Service, with no maximum.

13.2 On a monthly basis the Contractor shall be assessed Five Hundred Dollars (\$500) of Liquidated Damages per cumulative day of TVM unavailability above the four percent (4%) out-of-service time allowed by Scope of Work at Part 4, section 2, with no maximum. Availability shall be calculated pursuant to the Scope of Work at Part 4, section 2.

13.3 The Liquidated Damages prescribed in this Article are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of CTDOT's projected financial loss and damage resulting from the specified delays in performance. CTDOT and Contractor agree that this Liquidated Damages provision relates solely to the specified delays in performance and does not relate to damages in the event of other nonperformance by the Contractor.

ARTICLE 14. COVENANT AGAINST CONTINGENT FEES

14.1 The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of

the above provision, CTDOT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 15. ASSIGNMENT OR TRANSFER OF AGREEMENT

- 15.1 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Agreement or any portion of it, or of the Work provided for in the Agreement, or of its right, title, or interest in the Agreement, to any person, firm, partnership, or corporation without the prior written consent of CTDOT. Any such prohibited action shall be void and of no force or effect. For breach or violation of the above stipulation, CTDOT shall have the right to annul this Agreement without liability.
- 15.2 The Contractor shall not subcontract any portion of the Work required for the completion of this Agreement without the prior written approval of CTDOT. The form of any subcontract shall be as developed by the Contractor and must be approved by CTDOT.
- 15.3 CTDOT may assign this Agreement at any time and will provide timely notice to the Contractor regarding such assignment.

ARTICLE 16. SAFETY AND SECURITY

- 16.1 The Contractor assumes full responsibility for the safety and security of its Work. All Work shall be performed in a manner that will ensure the safety of personnel and the Work, and prevent safety hazards and exposure of personnel and equipment to hazardous or potentially hazardous conditions. The performance of all Work shall comply with the requirements of the United States Department of Labor, the federal Occupational Safety and Health Administration (OSHA) provisions, as well as the requirements of State and local regulations.
- 16.2 The Contractor shall take all steps necessary to protect public safety in and around all Work areas and shall comply with all State rules and regulations including attending safety certification training. Prior to the start of Revenue Service on a daily basis, Contractor shall ensure that all necessary provisions are taken, including the following, to ensure public safety. Proper signage and barricades shall be placed around all work areas to facilitate pedestrian flow and prevent personal injury. Floor surfaces shall be left in a sound and level condition, and all tripping hazards shall be eliminated. Contractor shall take additional safety precautions when, in the opinion of CTDOT, unsafe conditions exist.
- 16.3 Stations and other property where and when the Contractor or its subcontractor(s) are engaged in Work activities shall be protected by the Contractor and/or its

subcontractor(s) at all times. The Contractor shall not create any conditions which compromise safety and security or allow unpaid use of State services or property.

16.4 The Contractor shall ensure that all applicable Amtrak safety and security requirements are met, including satisfying all Amtrak's contractor safety training requirements.

16.5 Contractor shall sign and require its subcontractors to sign any right of entry permit or other permits required by Amtrak, and shall comply and require its subcontractors to comply with such permits.

16.6 The Contract shall ensure that all activities comply with the publication titled "System Safety Program Plan (SSPP)," Connecticut Department of Transportation (2014), as may be revised from time to time.

ARTICLE 17. SYSTEM WARRANTY AND CERTIFICATION; REPRESENTATIONS AND WARRANTIES REGARDING THE WORK

17.1 The Contractor unconditionally warrants and guarantees to CTDOT the System and all components of the System, including but not limited to underlying software, throughout the duration of the Operation and Maintenance Period. The Contractor shall certify in writing at the time of Final Acceptance of the System that all materials and workmanship supplied under the Agreement are: 1) in compliance with the Agreement requirements, 2) fit for the intended purpose, as specified in the Agreement, and 3) free of defects in material and workmanship.

17.2 The Contractor additionally represents and warrants that: 1) the Contractor has reviewed and evaluated, or shall review and evaluate, all information furnished by CTDOT whether in the Scope of Work, design meetings, reviews or testing, 2) the Contractor has made or shall make all inquiries necessary such that Contractor is fully aware of the business requirements and intended uses of the System, 3) all Work performed by the Contractor shall satisfy such requirements in all material respects, and 4) the Contractor is not aware of any material discrepancies among the objectives set forth in the Scope of Work.

17.3 The Contractor further represents and warrants that the design and manufacture of the System will reflect its intended use as defined in the Agreement, and the System will meet the standards of safety and reliability for the intended environment, as specified in the Agreement, and all applicable federal, State and, to the extent applicable, local design and construction codes, ordinances and standards.

17.4 The Contractor shall maintain objective evidence that the System meets the contractual requirements, and document any areas where the contractual requirements are not met and shall provide copies of the same to CTDOT upon request. This provision shall survive the expiration or termination of this Agreement.

ARTICLE 18. OPERATION AND MAINTENANCE REQUIREMENTS; EXCLUSIONS AND SPARE PARTS

18.1 During the Operation and Maintenance Period, including any extensions thereto, the Contractor shall perform all required Operation and Maintenance activities as set forth in the Scope of Work, including but not limited to, performing any remedial tasks to correct any and all deficiencies in the System, repairing or replacing equipment, components, devices, or materials, and the reprogramming, upgrading or updating of software, all at no additional cost to CTDOT beyond the monthly-invoiced fixed fee for Operation and Maintenance set forth in the Pricing Summary.

18.2 The Contractor's shall perform the following activities at additional cost the monthly-invoiced fixed fee for Operation and Maintenance set forth in the Pricing Summary:

- (a) repair or replacement of System components or parts to address damage due to accident or negligence of a third party, vandalism, or being subjected to other than normal operating conditions. Normal operating conditions for outdoor equipment shall mean conditions prevalent on CTDOT's rail platforms as to temperature, humidity, solar heating, precipitation, routine cleaning activities, routine snow or ice-removal methods, and all other ambient conditions present in the Connecticut region; and
- (b) replacement of consumable parts or items which are replaced in a usual and scheduled preventive maintenance program such as light bulbs, or items which are subject to normal wear and tear as a result of normal use.

18.3 Such repairs and replacements shall be performed by the Contractor, with CTDOT's prior written approval, and invoiced to CTDOT as set forth in in the Scope of Work.

18.4 The Contractor guarantees that all parts and modules will be made available in the latest configuration of such parts and modules for a period of fifteen (15) years after Final Acceptance of the System for a price equivalent to the negotiated contract price indexed to the United States Producer Price Index (PPI) published in the Wall Street Journal the month prior to the issuance of a purchase order for such parts.

ARTICLE 19. PROTECTION OF CONFIDENTIAL INFORMATION

19.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control with respect to the System, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

19.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information.

The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy the State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- (b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (c) A process for reviewing policies and security measures at least annually;
- (d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

19.3 Contractor and Contractor Parties shall notify CTDOT and the Attorney General as soon as practical, but no later than twenty-four (24) hours after they become aware of or suspect that there has been a Confidential Information Breach or after they become aware of circumstances indicating that a Confidential Information Breach could occur. In addition to the notification requirements set forth in this section 19.3, should a Confidential Information Breach occur or be suspected, the Contractor shall, within three (3) business days after the notification, present to CTDOT and the Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by such Confidential Information Breach or suspected Confidential Information Breach. Unless otherwise agreed to in writing by the Attorney General, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:

- (a) Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to § 36a-701a of the Connecticut General Statutes;
- (b) Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
- (c) Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and

(d) Identity theft insurance with at least Twenty-five Thousand Dollars (\$25,000) coverage.

19.4 Any such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the Confidential Information Breach, but under no circumstances shall the Contractor's credit monitoring or protection plan be for less than two (2) calendar years from the plan start date; which plan shall apply retroactively to the date of the Confidential Information Breach or the suspected Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring or protection plan shall not be recoverable from CTDOT or any State entity.

19.5 The Contractor represents and warrants that it shall obligate each Contractor Party in a written contract to all of the terms of this Article just as if each Contractor Party had executed this Agreement as an original signatory and each were bound by this Article to the same extent that the Contractor is bound.

19.6 The Contractor's or Contractor Parties' failure to encrypt the data, provide notice of a Confidential Information Breach, or to provide the credit monitoring or protection plan shall be deemed to be, without more, a material breach of this Agreement. The Contractor shall be responsible for any Contractor Parties breach as if the Contractor itself had breached the Agreement. Consequently, and without otherwise limiting the rights of CTDOT or the State at law or in equity, the Contractor shall indemnify and hold harmless CTDOT and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with the Contractor's or Contractor Parties' breach. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data.

ARTICLE 20. WARRANTY OF NON-INFRINGEMENT; OWNERSHIP OF DOCUMENTS

20.1 The Contractor warrants that the System and the processes, design, equipment, materials, or devices used in the System or in the performance of the Work and Operation and Maintenance shall all be delivered free of any rightful claim of any third party for infringement of any patent, copyright, or other intellectual property or proprietary right. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against CTDOT, the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by CTDOT, and indemnify and hold harmless CTDOT, its subsidiaries, agents and employees from all liability, reasonable damages, costs, and expenses associated therewith, including, without limitation, defense costs and attorney fees.

20.2 All documents, materials, procedures, and processes prepared and/or developed by the Contractor or its subcontractors pursuant to this Agreement, including but not limited to the training materials and manuals set forth in the Scope of Work, manuals, shall

become the intellectual property of CTDOT. All documents, materials, procedures, and processes prepared and/or developed by the Contractor or its subcontractors shall be provided to CTDOT. Original copies of all such documents, materials, procedures, and processes, including any electronic media of such shall be delivered to CTDOT by the respective deadlines set forth in the Scope of Work, and if no such deadline is set forth, then upon completion or termination of the Operation and Maintenance Period. With CTDOT's concurrence, the Contractor shall be permitted to retain copies of such items. For the purposes of this section, "documents, materials, procedures, and processes prepared and/or developed by the Contractor" shall not be construed to mean pre-existing proprietary software.

- 20.3 No material or technical data prepared by the Contractor under this Agreement is to be released to or used by any other person except as necessary for the performance of the Work. All press releases or information to be published in print or electronic media shall be distributed only after the Contractor has first received in writing, authorization from CTDOT.

ARTICLE 21. REVISIONS IN ORGANIZATION

- 21.1 The Contractor shall notify CTDOT in writing when there is a change in its certificate of registration with the Connecticut Secretary of State's Office, or a change in the individual(s) in charge of the Work. Neither change shall relieve the Contractor of any responsibility for the accuracy and completeness of all services and products of the Work under this Agreement, including any supplements or extensions to this Agreement.

ARTICLE 22. BREACH

- 22.1 If Contractor breaches the Agreement in any respect, CTDOT shall provide written notice of the breach by overnight or certified mail, return receipt requested, to the most current address the Contractor has furnished for the purposes of correspondence and afford the Contractor an opportunity to cure such breach within the time period set forth in the notice (the "cure period"). CTDOT may extend the cure period if CTDOT is satisfied that the Contractor is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the cure period.
- 22.2 In the event of a breach, CTDOT may require the Contractor to prepare and submit to CTDOT a corrective action plan in connection with an identified breach. The corrective action plan shall provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Contractor shall submit the corrective action plan within ten (10) business days following the request for the plan by CTDOT and is subject to approval by CTDOT, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a corrective action plan, the

Contractor remains responsible for achieving all performance standards, levels and requirements set forth in the Scope of Work. The acceptance of a corrective action plan shall not excuse prior substandard performance, relieve the Contractor of its duty to comply with performance standards, levels and requirements or its obligation to pay Liquidated Damages, or prohibit CTDOT from pursuing additional remedies or other approaches to correct substandard performance.

22.3 The written notice of the breach may include an effective termination date. If the identified breach is not cured by the stated termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective termination date, the non-breaching party shall be required to provide the breaching party no less than twenty-four (24) hours written notice prior to terminating the Agreement, such notice to be provided in accordance with Article 24.

22.4 If CTDOT reasonably and in good faith determines the Contractor has not performed in accordance with the Agreement, CTDOT may withhold payment in whole or in part in an amount reasonably related to the non-performance pending resolution of the performance issue, provided that CTDOT notifies the Contractor in writing prior to the date that the payment would have been due.

ARTICLE 23. TERMINATION

23.1 Termination for Convenience. CTDOT, through a duly authorized employee, may terminate the Agreement whenever CTDOT makes a written determination that such termination is in the best interests of CTDOT. CTDOT shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Agreement prior to such date.

23.2 Termination for Cause. CTDOT, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Agreement, terminate the Agreement in accordance with Article 22 of this Agreement.

23.3 CTDOT shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to CTDOT for purposes of correspondence, or by hand delivery. Upon receiving the notice from CTDOT, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to CTDOT all Records. The Records are deemed to be the property of CTDOT and the Contractor shall deliver them to CTDOT no later than thirty (30) days after the termination of the Agreement or fifteen (15) days after the Contractor receives a written request from CTDOT for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a

non-proprietary format, such as, but not limited to, ASCII or .TXT. Such transfer of Records shall not transfer ownership of intellectual property contained in such Records.

23.4 Upon receipt of a written notice of termination from CTDOT, the Contractor shall cease operations as CTDOT directs in the notice, and take all actions that are necessary or appropriate, or that CTDOT may reasonably direct, for the protection, and preservation of the goods and materials and any other property. Except for any Work which CTDOT directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

23.5 CTDOT shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its Work rendered and accepted by CTDOT or for any goods and materials delivered by the Contractor, in addition to all reasonable actual costs incurred after termination in completing those portions of the Work which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and CTDOT is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by CTDOT, the Contractor shall assign to CTDOT, or any replacement contractor which CTDOT designates, all subcontracts, purchase orders, and other commitments, and remove from CTDOT premises, whether leased or owned, all of the Contractor's property, equipment, waste material and rubbish related to its Work.

23.6 Upon termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the provisions in this Agreement which survive termination.

23.7 Termination of the Agreement pursuant to this Article shall not be deemed to be a breach of the Agreement by CTDOT or the State.

ARTICLE 24. OFFICIAL NOTICE BETWEEN PARTIES TO AGREEMENT

24.1 Any "Official Notice" from one such party to the other such party, in order or such Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(1) When CTDOT is to receive such Notice-

Commissioner of Transportation
Connecticut Department of Transportation,
2800 Berlin Turnpike
P.O. Box 317546,
Newington, Connecticut 06131-7546;

(2) When the Contractor is to receive such Notice-
(TBD)

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service – “Certified Mail” 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.

24.2 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), including any electronically - produced versions, 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.

24.3 Further, it is understood and agreed that nothing hereinabove 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 Article.

ARTICLE 25. RIGHT OF SET-OFF

25.1 CTDOT shall have the right to set-off against amounts otherwise due the Contractor under this Agreement, or under any other agreement or arrangement that the Contractor has with CTDOT, (a) any costs that CTDOT incurs which are due to the Contractor's non-compliance with this Agreement, and (b) any other amounts that are due and payable from the Contractor to CTDOT. Any sum taken in set-off from the Contractor shall be deemed to have been paid to the Contractor for purposes of the Contractor's payment obligations under § 49-41c of the Connecticut General Statutes.

ARTICLE 26. ADMINISTRATIVE& STATUTORY REQUIREMENTS

26.1 Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and

Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the Workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No.7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms 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. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, CTDOT shall provide a copy of these orders to the Contractor.

26.2 Specific Equal Employment Opportunity Responsibilities. The Contractor hereby acknowledges and agrees to comply with the "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2013), as may be amended from time to time, a copy of which is attached hereto and made a part hereof as Schedule C.

26.3 Ethics.

- (a) Pursuant to the requirements of § 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to § 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Agreement as if the summary is fully set forth herein.
- (b) The Contractor 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 as Schedule D.
- (c) The Contractor shall comply with the provisions contained in § 1-86e of the Connecticut General Statutes, which provides as follows:
 - (1) No person hired by the State as a consultant or independent contractor shall:
 - (i) 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;

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

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

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

26.4 State Elections Enforcement Commission Campaign Contribution and Solicitation Ban. For all State contracts as defined in § 9-612(g) (1) 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 Agreement 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," a copy of which is attached to this Agreement as Schedule E.

26.5 Title VI Contractor Assurances. As a condition to receiving federal financial assistance under the Agreement, if any, the Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d–2000d-7), 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," a copy of which is attached to this Agreement as Schedule F.

26.6 Set-Aside Goal. Contractor agrees to comply with the "Special Provision, Small Contractor and Small Contractor Minority Business Enterprises (Set-Aside)" (March 2001), attached to this Agreement as Schedule G, with respect to the Small Business Enterprise (SBE) or other Set-Aside goal assigned to this Agreement as specified in Schedule G at section II(A).

26.7 Jurisdiction and Forum. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes

a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- 26.8 Litigation. The Contractor 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 Contractor further agrees not to initiate legal proceedings in any State or Federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 26.9 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 Contractor and which by the exercise of due diligence the Contractor is unable to prevent or overcome. In the event that the Contractor 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 CTDOT setting forth the particulars of such Force Majeure, in writing, the obligations of the Contractor 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.
- 26.10 Whistleblower. The following clause is applicable to those Agreements with an aggregate value of Five Million Dollars (\$5,000,000.00) or more. This Agreement may be subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts of the State of Connecticut or the Attorney General, under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- 26.11 Disclosure of Records. The following clause is applicable to those Agreements with an aggregate value of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) or more. This Agreement may be subject to the provisions of § 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a

copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to the Freedom of Information Act (FOIA). No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of §§ 1-205 and 1-206 of the Connecticut General Statutes.

- 26.12 Non-waiver of State’s Immunities. Nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.
- 26.13 Sovereign Immunity. It is understood and agreed by the parties hereto that the Contractor 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 Contractor, unless requested to do so by the State.
- 26.14 Americans with Disabilities Act. This clause applies to those who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (“ADA”), Public Law 101-336, during the term of the Agreement. The Contractor represents that it is familiar with the terms of the ADA and that it is in compliance with the ADA. Failure of the Contractor 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 CTDOT upon notice to the Contractor. The Contractor warrants that it will hold harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with the ADA, as the same applies to performance under this Agreement.
- 26.15 Agent for Service of Process. The Secretary of the State of the State of Connecticut is hereby appointed by the Contractor as its agent for service of process for any action arising out or as a result of this Agreement, such appointment to remain in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter.
- 26.16 Nondiscrimination. References in this section to “Contract” or “contract” shall mean this Agreement.
- (a) For purposes of this section, the following terms are defined as follows:
- (i) “Commission” means the Commission on Human Rights and Opportunities;

- (ii) “Contract” and “contract” include any extension or modification of the Contract or contract;
- (iii) “Contractor” and “contractor” include any successors or assigns of Contractor or contractor;
- (iv) “gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose;
- (v) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) “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;
- (vii) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (viii) “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;
- (ix) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent 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 § 32-9n of the Connecticut General Statutes ; and

- (x) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this section, the terms “Contract” and “contract” do 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 § 1-120 of the Connecticut General Statutes, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in § 1-267 of the Connecticut General Statutes, (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).

- (b) (1) 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, gender identity or expression, intellectual disability, 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; and 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the work involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor agrees to comply with each provision of this Article and §§ 46a-68e and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by

said Commission pursuant to §§ 46a-56, 46a-68e and 46a-68f of the Connecticut General Statutes; and (5) 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 Contractor as relate to the provisions of this section and § 46a-56 of the Connecticut General Statutes. If the contract is a public works contract, 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 projects.

- (c) Determination of Contractor's good faith efforts shall include, but shall not be limited to, the following factors: 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.
- (d) Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. 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 § 46a-56 of the Connecticut General Statutes; 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, 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.
- (f) Contractor agrees to comply with the regulations referred to in this Article as they exist on the date of this Contract and as they may be adopted or amended from time to time during the Term of this Contract and any amendments thereto.
- (g) (1) 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) 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 Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the Connecticut General Statutes; and (4) 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 Contractor which relate to the provisions of this section and § 46a-56 of the Connecticut General Statutes .

- (h) Contractor shall include the provisions of the foregoing paragraph 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. 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 § 46a-56 of the Connecticut General Statutes; 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, 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.

ARTICLE 27. TANGIBLE PERSONAL PROPERTY

27.1 The Contractor on its behalf and on behalf of its subcontractors; as defined below, shall comply with the provisions of § 12-411b of the Connecticut General Statutes, as follows:

- (a) For the Term of the Agreement, the Contractor and its Affiliates (as defined in section 27.2) shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) Any Contractor or Affiliates who fails to remit use taxes collected on behalf of its customers by the due date specified in the Agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the Connecticut General Statutes.

27.2 For purposes of this Article, "Affiliate" means any person, as defined in § 12-1 of the Connecticut General Statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. "Voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

27.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than thirty (30) days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, § 12-411b.

ARTICLE 28. THIRD PARTY AGREEMENTS

28.1 The Contractor acknowledges and agrees that neither CTDOT nor the State will be bound by the provisions of any third party agreement (including, but not limited to any third party license agreement) that acts as a modification, compromise or waiver by CTDOT or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to CTDOT, the State or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Proposal or this Agreement. The Contractor further acknowledges that neither CTDOT nor the State will be a party to any such third party agreement or be

in privity of contract with the third party or parties.

ARTICLE 29. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS, AND RECORDS

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

29.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

29.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

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

29.5 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

29.6 The Contractor shall incorporate this entire Article verbatim into any contract or other agreement that it enters in to with any Contractor Party.

ARTICLE 30. PUBLIC RECORDS; FOIA

30.1 In accordance with § 4d-34 of the Connecticut General Statutes, (a) neither the Contractor nor Contractor's Parties shall have any title in or to (1) any public records which the Contractor or Contractor's Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor's Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor's Parties possess, modify or create pursuant to this Agreement

or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in § 4-33 of the Connecticut General Statutes, as it may be modified from time to time.

- 30.2 In accordance with § 4d-35 of the Connecticut General Statutes, any public record which a State agency provides to the Contractor or Contractor's Parties shall remain a public record for the purposes of subsection (a) of § 1-210 of the Connecticut General Statutes and as to such public records, the State, the Contractor and Contractor's Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act, as defined in § 1-200 of the Connecticut General Statutes, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such State agency.
- 30.3 In accordance with § 4d-36 of the Connecticut General Statutes, neither the Contractor nor Contractor's Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor's Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in § 1-200 of the Connecticut General Statutes, as it may be modified from time to time.
- 30.4 In accordance with § 4d-37 of the Connecticut General Statutes, neither the Contractor nor Contractor's Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this section, "public records" shall have the meaning set forth in § 1-200 of the Connecticut General Statutes, as it may be modified from time to time.
- 30.5 In accordance with § 4d-38 of the Connecticut General Statutes, if the Contractor or Contractor Parties learn of any violation of the provisions of §§ 4d-36 or 4d-37 of the Connecticut General Statutes they shall, no later than seven (7) calendar days after learning of such violation, notify the Commissioner of the State's Department of Administrative Services (DAS) of such violation.

The parties hereto have executed this Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

By _____
JAMES REDEKER
COMMISSIONER

Date: _____

(CONTRACTOR)

By _____
(NAME)
(TITLE)

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

SCHEDULE A

Scope of Work

To be finalized (e.g., to include any Addenda) when Agreement with successful Proposer is finalized

SCHEDULE B

Pricing Summary

To be finalized using the Price Proposal form of the successful Proposer

SCHEDULE C

**CONNECTICUT REQUIRED
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(2013)**

1. General:

a) Equal employment opportunity and non-discrimination requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, and sections 4a-60a and 46a-68c through 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this Agreement and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

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

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

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

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the CTDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program. Plans shall be updated as required by CTDOT.

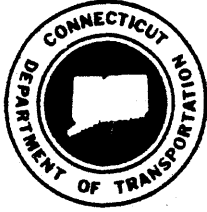
3. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
3. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and the federal and state government.

SCHEDULE D



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

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

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

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

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

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

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

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

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

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

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

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

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - ***Prohibited Representation:*** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

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

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

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

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

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

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

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

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

Training for DOT Employees

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

Important Ethics Reference Materials

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

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

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



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

SCHEDULE E



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

SCHEDULE F

TITLE VI CONTRACTOR ASSURANCES

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

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

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

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

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

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

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

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

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

SCHEDULE G

SPECIAL PROVISION
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS
ENTERPRISES (SET-ASIDE)

March 2001

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the execution of the Agreement. "Contractor" means "RAILROAD" as named in the Agreement.

I. GENERAL

- A. The Contractor shall cooperate with the Connecticut Department of Transportation (ConnDOT) in implementing the required contract obligations concerning Small Contractor and Small Contractor Minority Business Enterprises utilization on this Agreement in accordance with Section 4a-60g of the Connecticut General Statutes, as revised. References, throughout this Special Provision, to Small Contractor are also implied references to Small Contractor Minority Business Enterprises as both relate to Section IIA of these provisions. The Contractor shall also cooperate with ConnDOT in reviewing the Contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Agreement.
- B. For the purpose of this Special Provision, the Small Contractor named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program (860)713-5236; www.das.state.ct.us as a Small Contractor as defined by Section 4a-60g of the Connecticut General Statutes, as revised, and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by ConnDOT, will not be paid for the value of the work performed by organizations other than the Small Contractor designated.
- D. If the Contractor is unable to achieve the specified contract goals for Small Contractor participation, the Contractor shall submit written documentation to ConnDOT's initiating unit (i.e. the unit responsible for administering the Agreement) indicating his/her good faith efforts to satisfy set-aside requirements. Documentation is to include but not be limited to the following:
 - 1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor in order to increase the likelihood of achieving the stated goal.
 - 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each Small Contractor, including the names, addresses, dates and telephone numbers of each Small Contractor contacted, and a

description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
 4. Documents to support contacts made with ConnDOT requesting assistance in satisfying the Agreement specified or adjusted Small Contractor dollar requirements.
 5. Document other special efforts undertaken by the Contractor to meet the defined set-aside requirement.
- E. Failure of the Contractor to have at least the specified dollar amount of this Agreement performed by a Small Contractor as required in Section IIA of this Special Provision will result in the reduction in the Agreement payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Agreement and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Agreement.

II. SPECIFIC REQUIREMENTS

In order to increase the participation of Small Contractors, ConnDOT requires the following:

- A. Not less than zero percent (0 %) of the final value of this Agreement shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors and/or Small Contractor Minority Business Enterprises.

If the above percentage is zero (0%) AND an asterisk (*) has been entered in the adjacent brackets [], this Agreement is 100% solely set-aside for participation by Small Contractors

and/or Small Contractors Minority Business Enterprises.

- B. The Contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery schedules so as to facilitate the participation of each Small Contractor.
- C. The Contractor shall provide to the Negotiations Committee, in addition to his fee concurrence letter, the following items stipulated in 1 and 2:
1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$15,000,000.00.
 2. A certification of work to be subcontracted (Exhibit I) signed by both the Contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
 3. It is the responsibility of the Contractor to ensure that the Small Contractor and Small Contractor Minority Business Enterprises named are qualified to perform the designated scope of work.
- D. After the Contractor signs the Agreement, the Contractor will be required to meet with ConnDOT's initiating unit or its designee to review the following:
1. What is expected with respect to the Small Contractor set aside requirements.
 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 3. Each quarter after the start of the Small Contractor, the Contractor shall submit a report to ConnDOT's initiating unit indicating the work done by, and the dollars paid to each Small Contractor to date.
 4. What is required when a request to sublet to a Small Contractor is submitted.
- E. The Contractor shall submit to ConnDOT's initiating unit all requests for subcontractor approvals on standard forms provided by ConnDOT.

If the request for approval is for a Small Contractor subcontractor for the purpose of meeting the Agreement required Small Contractor percentage stipulated in Section IIA, a copy of the legal agreement between the Contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments

or modifications of the agreement between the Contractor and the Small Contractor subcontractor must also be submitted to ConnDOT's initiating unit with an explanation of the change(s). The contract must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a contractor, a copy of rental agreement must be submitted.
 - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named Small Contractor (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section IIE together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to ConnDOT's initiating unit for its review and approval prior to the implementation of the change. The Contractor must demonstrate that the originally named Small Contractor is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another Small Contractor is not a valid basis for change. Documentation shall include a letter of release from the originally named Small Contractor indicating the reason(s) for the release.
- G. Contractors subcontracting with a Small Contractor to perform work or services as required by this Special Provision shall not terminate such firms without advising ConnDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated Small Contractor firm has not started or completed the work or the services for which it has been contracted to perform.

III. **BROKERING**

For the purpose of this Special Provision, a Broker is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a Small Contractor is not allowed and is an Agreement violation.

IV. **PRE-AWARD WAIVERS:**

If the Contractor's submission of the Small Contractor listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the Contractor must submit a completed "Application for Waiver of Small Contractor Goals" to ConnDOT's initiating unit which must also contain the following documentation:

. Information described in Section ID.

- B. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

Upon receipt of the submission requesting a waiver, ConnDOT's initiating unit shall submit the documentation to the Director of the Officer of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Director of Contract Compliance shall submit the written narrative to the Chairperson of the Screening Committee at least five (5) working days before the scheduled meeting. The Contractor shall be invited to attend the meeting and present his/her position. The Screening Committee shall render a determination on the waiver request within five (5) working days after the meeting. The Screening Committee's determination shall be final. Waiver applications are available from ConnDOT.

OTHER STATE REQUIRED DOCUMENTS



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor 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

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. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

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

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

certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 20____ by the governing body of _____,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this ____ day of _____, 20____.

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor 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

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. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory

Title

Printed Name

Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee)

Date

Awarding State Agency



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic 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)

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 if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

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 its 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 a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor 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) "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 a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)





**STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Contractor Name

Awarding State Agency

State Agency Official or Employee Signature

Date

Printed Name

Title

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

**Commissioner of the Superior Court
or Notary Public**



**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

Affidavit to accompany a bid or proposal 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). For sole source or no bid contracts the form is submitted at time of contract execution.

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 contractor 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 contractor 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 there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), 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 Contractor	Signature of Principal or Key Personnel	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
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process. [] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; 2) "Respondent" means the person whose name is set forth at the beginning of this form; and 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name _____

Printed Name of Authorized Official _____

Signature of Authorized Official _____

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

Commissioner of the Superior Court (or Notary Public)

**Guide to the Code of Ethics
For Current or Potential
State Contractors**



2010

Guide for Current or Potential State Contractors

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics
18-20 Trinity Street
Suite 205
Hartford, CT 06106

860/263-2400
www.ct.gov/ethics



Citizen's Ethics Advisory Board:

G. Kenneth Bernhard, Chairperson (through September 2011)
Thomas H. Dooley, Vice Chairperson (through September 2012)
Ernest Abate (through September 2011)
Kathleen F. Bornhorst (through September 2012)
Rebecca M. Doty (through September 2011)
General David Gay, (ret.) (through September 2013)
Dennis Riley (through September 2013)
Winthrop Smith, Jr. (through September 2013)
Shawn T. Wooden (through September 2013)

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Guide for Current or Potential State Contractors

THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, www.ct.gov/ethics.

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations, and otherwise enforces the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

Guide for Current or Potential State Contractors

GIVING BENEFITS TO STATE PERSONNEL



Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- *Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).

Guide for Current or Potential State Contractors

- *Gifts to the State* – Restricted donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only restricted donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.

Even though you are under the permissible \$49.99 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

Should you or your representative give something of \$10 or more in value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual’s department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.



This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o). A courtesy form is available for this notification on the OSE’s Web site, in the “Forms” section.

Guide for Current or Potential State Contractors

Necessary Expenses

You may provide necessary expenses to a public official or state employee *only* if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.



Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are *not* necessary expenses. Necessary expense payments also *do not* include payment of expenses for family members or other guests.

Fees/Honorariums

Public officials and state employees may *not* accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.



Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.

You may provide coach class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

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HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Likewise, such businesses may not hire those employees. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.

Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

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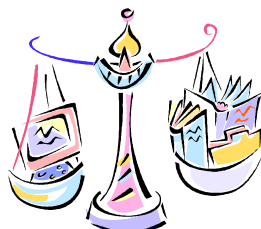
Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).



Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.

It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

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OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management (www.opm.state.ct.us).



Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution to the State Treasurer's campaign, you may be prohibited from contracting with the Office of the Treasurer. See Conn. Gen. Stat. § 1-84 (n).

Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.



Contribution Ban for Communicator Lobbyists (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

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Sessional Contribution Ban for Client Lobbyists (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Connecticut Office of Policy and Management.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting.

The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

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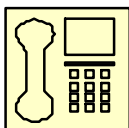
FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Legal Division of the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106-1660



T: 860/263-2400
F: 860/263-2402
www.ct.gov/ethics



Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov

Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov

Public official filing/reporting questions: SFLOSE@ct.gov

Enforcement questions: Ethics.Enforcement@ct.gov

All other inquiries: ose@ct.gov

