



# Greater New Haven Transit District

840 Sherman Avenue, Hamden, CT 06514

Phone: 203.288.6282 Fax: 203.288.7471

**GREATER NEW HAVEN TRANSIT DISTRICT  
REQUEST FOR PROPOSALS  
GNHTD RFP #02-2020  
LEGAL SERVICES**

**Release Date Thursday May 21<sup>st</sup>, 2020**

**Deadline for Questions Friday, May 29<sup>th</sup>, 2020 by 2:30pm**

**Deadline for GNHTD Responses Tuesday, June 2<sup>nd</sup>, 2020**

**Proposal Due Date and Time Wednesday June 10<sup>th</sup>, 2020 by 2:30pm EST**

**Notification of Contract Award (estimated) Monday, June 22<sup>nd</sup>, 2020**

**Contract Commencement (firm) Wednesday, July 1<sup>st</sup>, 2020**

## NOTICE

### REQUEST FOR PROPOSALS GNHTD RFP #02-2020 LEGAL SERVICES

The Greater New Haven Transit District (GNHTD or “the District”), seeks to engage a firm or firms to provide Legal Services to the District.

At this time there is no pre-proposal conference scheduled.

**Proposals must be submitted electronically on or before 2:30 PM, Wednesday, June 10<sup>th</sup>, 2020 to:**

Christine Hey  
Manager of Grants and Procurement  
Greater New Haven Transit District  
[chey@gnhtd.org](mailto:chey@gnhtd.org)

Electronic submission shall be by email to [chey@gnhtd.org](mailto:chey@gnhtd.org) or via a secure cloud-based link. GNHTD will not require any hard copies to be submitted at this time, however, the District reserves the right to require Proposers to submit a hard copy of their bid package at a later date. Late submissions will not be accepted.

Any contract resulting from this Request for Proposals is subject in part to financial assistance contracts between the District and the Federal Transit Administration and the District and the Connecticut Department of Transportation. All Respondents will be required to certify that they are not on the Comptroller General's list of ineligible firms. Further, the firm will be required to comply with all applicable Federal and State required contract clauses as well as applicable equal employment opportunity laws and regulations.

The District hereby notifies all Respondents that in any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, Small and/or Disadvantaged Business Enterprises will be afforded full opportunity to submit Proposals in response.

The District reserves the right to reject any or all Proposals submitted in response to this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

Any questions or requests for additional information shall be directed to Christine Hey at 203-281-2505 or at [chey@gnhtd.org](mailto:chey@gnhtd.org).

# SECTION I - GENERAL INFORMATION

## 1. INTRODUCTION

The Greater New Haven Transit District (GNHTD or “the District”) is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently ten member towns represented by appointees who collectively form the Board of Directors, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain, and otherwise provide all forms of land transportation and related services in the Greater New Haven area.

The District, under contract to the Connecticut Department of Transportation (ConnDOT), provides the complementary paratransit service required by the Americans with Disabilities Act of 1990 (ADA) in the Greater New Haven Area.

To support the door-to-door paratransit services, GNHTD owns, maintains and operates a fleet of approximately 86 cutaway buses.

The District is the owner and operator of the facility at 840 Sherman Avenue that currently serves as the centralized location for operations, maintenance and administration activities for the regional paratransit system. The District also leases office space and overflow vehicle parking at 1014 Sherman Avenue in Hamden.

The District is eligible and authorized under state and local law to request, receive, and manage grant funds and to execute and administer grant-funded projects. The District provides a variety of services in support of public transportation in the greater New Haven area of Connecticut. Any contract resulting from this Request for Proposals is subject in part to financial assistance contracts between the District and the Federal Transit Administration and the District and the Connecticut Department of Transportation.

The District is soliciting proposals through this Request for Proposals ("RFP") from qualified firms interested and capable of providing Legal Services. The specifics of the services, and other documents relevant to this RFP, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

## 2. PROPOSAL SUBMITTAL

Proposals must be submitted **electronically** on or before **2:30 PM, Wednesday, June 10<sup>th</sup>, 2020** to:

Christine Hey  
Manager of Grants and Procurement  
Greater New Haven Transit District  
[chey@gnhtd.org](mailto:chey@gnhtd.org)

Electronic submission shall be by email to [chey@gnhtd.org](mailto:chey@gnhtd.org) or via a secure cloud-based link. GNHTD will not require any hard copies to be submitted at this time, however, the District reserves the right to require Proposers to submit a hard copy of their bid package at a later date. Late submissions will not be accepted. It is the responsibility of the Respondent to ensure that its proposal is delivered to the District by the date and time referred to above.

All costs associated with the preparation and delivery of a proposal are the sole responsibility of the Respondent. Respondent shall not include any such expenses incurred in the development of a Proposal or any costs incurred prior to the execution of a formal contract.

A submission of a Proposal will be considered by the District as constituting a legal offer (valid for at least 90 days) by the Respondent to perform the required services.

### **3. PROPOSAL INQUIRIES**

Communication by any Respondent with any agent or employee of the District on the subject of this RFP, or the pending process, may result in the Respondent being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to Christine Hey via email [chey@gnhtd.org](mailto:chey@gnhtd.org) on or before **2:30pm, Friday, May 29<sup>th</sup>, 2020**. Please compile all questions and submit on your company's letterhead, as we request only one submission per Respondent.

Any corrections or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document as well as posted on the GNHTD website. **In order to be on the "known recipients" list, all potential Respondents must complete the RFP Request Form by downloading the RFP online from the GNHTD website at <http://www.gnhtd.org/bid-documents>.** Firms that acquire this RFP from the DAS website or via an email, fax (203-288-7471) or telephone request are encouraged to also visit GNHTD's website to complete the RFP Request Form. It is the responsibility of the potential Respondent to make sure they are on the "known recipients" list.

### **4. PRE-PROPOSAL SITE VISIT**

There is no pre-proposal conference planned at this time.

### **5. QUALIFICATION OF RESPONDENTS**

Respondents to this RFP shall have demonstrated experience in supplying legal services and shall meet all criteria and requirements identified in the RFP. Firms submitting proposals must employ qualified legal and paralegal staff with appropriate certifications or licenses as may be required by the State of Connecticut. The proposed team must include professionals with experience compatible with the proposed scope of services. The District is the sole judge in determining compliance with qualification standards.

### **6. FUNDING: FEDERAL GRANT REQUIREMENTS**

Any contract resulting from this Request for Proposals is subject in part to a financial assistance contract between the District and the Federal Transit Administration. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible firms. Further, the firm will be required to comply with all applicable equal employment opportunity laws and regulations.

Exhibit B sets forth Federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are included herein as an integral part of this RFP.

### **7. FUNDING: STATE GRANT REQUIREMENTS**

Any contract resulting from this Request for Proposals is subject in part to a financial assistance contract between the District and the Connecticut Department of Transportation. No proposal

will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

Exhibit B sets forth State requirements placed upon vendors who are participating in a project funded in whole or in part with State grants. Its provisions are included herein as an integral part of this RFP.

## **8. DBE REQUIREMENT**

It is the policy of the District that Disadvantaged Business Enterprises (DBEs) be afforded the maximum opportunity to participate in the performance of all contracts led by the District. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "Disadvantaged Business Enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity. Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program (UCP) and any contractor and/or sub-contractor and/or vendor or firm utilized to meet the DBE Participation requirements **must be** certified through that UCP. A list of Conn DOT Certified DBE vendors can be found at: [http://www.biznet.ct.gov/dot\\_dbe/dbesearch.aspx](http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx)

## **9. SUBCONTRACTING**

If subcontractors are necessary to complete any functions within this scope of services, the Proposer must list the names and business locations of any proposed subcontractors, with their submitted Response, using the form provided in Exhibit A. The District reserves the right to review and approve any subcontractors proposed by the Respondent. Any approval of the subcontractor shall not be construed as making the District a party of such contract, giving the subcontractor privities of contract with the District, or subjecting the District to liability of any kind to any subcontractor.

## **10. PROCUREMENT APPEALS PROCESS**

The District's procurement appeals process is contained in Section V - Protest Procedures.

## **11. VALIDITY OF PROPOSALS**

Respondents agree that their proposals remain valid for a period of ninety (90) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Respondents agree that the Proposals (not including proprietary information) may be released to other bidders upon announcement of final contract execution, if requested by such other bidders.

By responding to this RFP, the Respondent implicitly states that the Proposal is not made in connection with any competing firm submitting a separate response to this RFP and is in all respects fair and without collusion or fraud. It is further implied that the Respondent did not participate in the District's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's proposal preparation.

## **12. ADDENDA AND PROPOSAL REJECTION**

The District reserves the right to issue addenda to this procurement as a result of inquiries received, or to make adjustments to its schedule if it is deemed in the District's best interest. It is the Respondent's responsibility to assure receipt of all addenda. The Respondent should verify with the designated contact person prior to submitting a Proposal that all addenda have been received. Respondent is required to acknowledge the number of addenda received as part of their Proposal. The District reserves the right to reject any or all Proposals resulting from this procurement if the District deems that it is in the best interest of the District to do so.

## **13. PROPOSAL WITHDRAWAL**

The Respondent's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a Proposal by email notice to the official listed in this document. After the proposal receipt deadline, proposals may not be withdrawn for ninety (90) calendar days.

## **14. INSURANCE/INDEMNIFICATION**

The awarded Firm shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the insurance as described in the Draft Contract included herein as Exhibit B.- Draft Agreement, and shall indemnify and hold harmless the District as described in the Draft Agreement.

## **15. ATTACHED EXHIBITS**

The following exhibits are included in this RFP package:

### **A. Required Forms and Certificates (to be submitted with Proposal)**

- General Information Form
- Cost Proposal Form
- Affirmation of Authorized Representative
- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of DBE Participation
- Certificate for Sub-Contractors
- Lobbying Certificate

### **B. Draft Agreement**

- Insurance Requirements
- All applicable State and Federal Clauses

## **SECTION II - TECHNICAL**

### **1. GOALS AND OBJECTIVES**

The District is seeking Proposals from a professional firm or firms to provide legal counsel services to the District and its Board of Directors in a manner acceptable to the District and in accordance with generally accepted legal industry standards and the standards as defined within the Scope of Services in the Request for Proposals.

### **2. STATEMENT OF WORK**

The District is seeking the services of licensed lawyers from a firm or firms to provide legal counsel services. The Proposer shall have a minimum of five (5) years recent experience practicing law for a municipality or public agency in an operating environment similar to that of the District.

### **3. GENERAL RESPONSIBILITIES AND SCOPE OF SERVICES**

The specialized nature of the services provided by the District as a quasi-governmental agency, and as a grantee of funds from the Federal Transit Administration and the State of Connecticut Department of Transportation, results in contractual relationships including, but not limited to: municipalities, multimodal transportation service providers, agencies and, consortiums.

The Proposer shall be able to provide a broad scope of legal services. Legal counsel to the District shall provide, at the request of the Executive Director or the Board of Directors, in-depth, comprehensive advice, written and oral opinion, legal review, court representation, administrative agency representation, and general legal counsel on a broad range of topics. General legal counseling services shall include developing, negotiating and enforcing legal documents that protect the District's interests and ensure ongoing stability.

Legal Specialists may be called upon to provide expert counsel in the following areas:

1. General legal advice regarding municipal law, state and federal statutes and ordinances.
2. Chapter 103a of the Statutes pertaining to transit districts.
3. Statutes affecting municipal governments, such as the Freedom of Information Act (FOIA).
4. Laws and regulations pertaining to federal and state grants from the Federal Transit Administration ("FTA") and the Connecticut Department of Transportation ("CTDOT") including compliance with regulations.
5. Real estate conveyance, title, mortgages, and leasing of property. Laws pertaining to the Connecticut Transfer Act.
6. Financing, including tax exempt revenue bonds.
7. Grants and contracts review, including assisting the District in federal and state grant processes as requested.
8. Construction and public bidding requirements, and other supporting documentation related to procurements.

9. Vehicle and personal property leasing.
10. Employment law, personnel matters, union and non-union matters.
11. Connecticut Bankruptcy law.
12. Drafting of legislation (based on State of Connecticut Drafting Manual).
13. Personal injury law.
14. Environmental and land use law.
15. Warranties.
16. Contractor and Subcontractor agreements.

**Any items omitted from this specification which are clearly necessary for the successful completion of the required services shall be considered a portion of the services although not directly named in these specifications.**

The Proposer shall provide legal advice for day-to-day situations which may arise. Most cases shall be handled by the Proposer, but in circumstances which require specialized service, beyond the scope of experts employed therein, the firm shall assist the District with the selection and retention of a firm or attorney to handle the specific matter or dispute.

The selected Proposer will be required to declare that it will represent the District to the exclusion of all other clients having potential conflicts with the interests of the District.

An initial two (2) year contract will be executed with the successful Proposer with an option of three (3) one-year successive renewals by the District upon mutual agreement by both parties. The Agreement will commence on or about July 1<sup>st</sup>, 2020.



## **Section III - RESPONSE CRITERIA**

### **1. SUBMISSION REQUIREMENTS**

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

One (1) electronic copy of the Proposal shall be submitted by email to [chey@gnhtd.org](mailto:chey@gnhtd.org) (hard copies only if requested by the District). The Proposal must include a cover letter, a table of contents and all Required Forms and Certificates (Exhibit A), as well as a plan to carry out the Scope of Services Specifications outlined in this RFP.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. Appendices should provide information relevant to the proposal and not consist of Proposer's general marketing materials. The Proposal is limited to 40 - 8 ½ X 11 sheets, font size 12 points. Required forms and certifications, and resumes are not considered part of the page limit.

Proposers shall provide a Proposal which includes the required elements, both in content and sequence as set forth in this section. All Required Forms and Certificates must be completed, signed and submitted with each Proposal.

### **2. GENERAL INFORMATION FORM**

The Proposer must provide a completed and signed General Information Form as shown in Exhibit A.

### **3. COVER LETTER**

Each Proposer shall submit a maximum two-page letter including the name and address of the organization submitting the proposal; a brief description of the Proposer's organization including whether the organization is an individual, partnership, corporation or joint venture.

### **4. TECHNICAL PROPOSAL**

#### **A. GENERAL REQUIREMENTS**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake and provide legal counsel service to the District as well as the particular staff that will be assigned to this engagement, in conformity with the requirements of this Request for Proposals.

The Proposer shall provide a narrative that addresses the services they are proposing as outlined in the Scope of Services. The narrative should show the Proposer's understanding of the District's needs and requirements and a detailed method of approach on how the Proposer will accomplish the requested Scope of Services. The narrative should indicate whether or not the Proposer can provide the services as described.

The technical proposal should include a description of any additional services the Proposer provides or that it believes are necessary to the engagement described in this RFP.

In this section the Proposer shall also present the case for the selection of the Proposer as the District's legal counsel. Do not repeat the information provided above. Instead, use this

opportunity to indicate the unique qualifications, experience, approach, background and other characteristics of the Proposer that make it the best choice for the District. Include any suggestions for innovative ideas or suggestions for ways to provide the Scope of Services in a convenient, efficient and cost-effective manner.

#### **B. CONFLICT OF INTEREST**

The firm should provide any material assignments, relationships or other employment that the firm or any employee of the firm has that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel to the District.

#### **C. LICENSE TO PRACTICE IN CONNECTICUT**

An affirmative statement should be included indicating that the firm and all assigned key professional staff have passed the State of Connecticut Bar examination and are qualified to practice law in Connecticut.

#### **D. STATEMENT OF QUALIFICATIONS**

The Proposal must include a statement regarding the experience and performance of the Proposer in providing services that are similar in scope to those requested in this RFP. This section should establish the ability of the Proposer to satisfactorily perform the services and indicate the Proposer's experience in performing services to a governmental entity, especially a transit agency.

Provide a brief description of the firm, its history and experience in the area of transportation. Describe the type of work performed by the firm and the percentage of effort devoted to each type.

Briefly described the firm's knowledge and experience on the following:

- Interpretation of state laws as they relate to municipal corporations, municipalities and transit districts.
- Interpretation of federal laws as they related to the U. S. Department of Transportation, Federal Transit Administration (FTA), FTA Third Party Contracting guidelines, Regulations, Employment Law, Ethics and Conflicts of Interest, Civil Rights Legislation and any other pertinent Federal, State and Local Law that would govern the District.
- Roberts Rules of Order.
- Freedom of Information Act.
- Employment Law.
- Commercial Real Estate, Environmental, Land Use and the Connecticut Transfer Act.
- Commercial Litigation.
- Municipal Finance.
- Corporate and Business Law.

- Funding, purchasing, and grant administration regulations of the State of Connecticut and the Federal Transit Administration.

Provide information on the employee composition of the firm indicating the total number of employees and the total number and percentages of minority and women employed.

Provide a minimum of three references from clients for whom your firm has performed services similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, address, telephone number, period of performance of service, a short narrative describing the services, and its present status. Proposer shall ensure that contact names/telephone numbers are accurate.

The District reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

#### **E. STAFF QUALIFICATIONS AND EXPERIENCE**

Key personnel shall include the principals, partners, and attorneys. The Proposer shall identify the key personnel that will be assigned to the engagement and indicate whether each person is licensed to practice law in Connecticut. The Proposer must certify that all named key personnel in the Proposal are the Proposer's employees or subcontractors and shall perform the services.

Key personnel may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, in either case, the District retains the right to approve or reject replacements.

Qualifications for key personnel should be in the following format:

- Provide legal background and qualifications for all attorneys who will be assigned to the District and responsible for the areas outlined in the Scope of Services section.
- Include a separate appendix of resumes for key personnel outlining certifications held, educational qualifications and legal experience.
- Indicate the responsibility and level of effort for all staff to be assigned.
- Indicate what resources or contingency resources are committed to replace or supplement assigned personnel should circumstances dictate at some stage of the contract duration.
- Key personnel should be listed in order of their position of seniority and responsibility in the firm.

#### **5. AFFIRMATIVE ACTION PLAN**

The Proposer shall include a copy of the Proposer's and any subcontractor's Affirmative Action Plan and a brief description of how the plan is implemented.

#### **6. REQUIRED CERTIFICATIONS**

The Proposal must submit the completed and signed certifications shown in Exhibit A. Failure to submit the certifications will result in the Proposal not being evaluated.

## **7. COST PROPOSAL**

The Proposer must complete the Cost Proposal Form included in Exhibit A. Prices shall not be discussed in the technical portion of the proposal. Proposals received in which the costs are associated with the technical portion will be deemed ineligible and will not be evaluated further.

The Proposer shall provide a detailed Fee Schedule to include the hourly rates of the individual attorneys identified as key personnel who will be assigned to this engagement, any other services for which the Proposer routinely bills, and minimum billing rates, if any. If the Proposer has discounted rates for quasi-government agencies, such as the District, those rates should be identified. Cost information shall be completed for **each** service year (5 years total). The cost information shall include all costs, expenses and fees associated with the provision of legal services as identified in the specifications and stated in the scope of services.

Payment will only be made on contemporaneous time records kept and broken down by the 1/10<sup>th</sup> of the hour or less. All invoices will be required to identify the billing increment and each entry shall have a description of sufficient length to verify the nature of the work. The District shall reimburse for the actual cost of the services, provided that the charge for such expenses are documented and itemized and fall within the description of reimbursable charges identified and incorporated in the contract.

## **8. MISCELLANEOUS INFORMATION**

The Proposer is encouraged to submit other information which may be pertinent to the evaluation of its Proposal.

# **Section IV - PROPOSAL EVALUATION**

## **1. EVALUATION PROCEDURES**

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All Proposals received will be evaluated and scored by an Evaluation Review Committee. The District shall select the highest rated Proposal.

If determined necessary, the Evaluation Review Committee may invite top Proposers found to be reasonably within the competitive range for an interview. If interviews are conducted, the Evaluation Review Committee will be provided the opportunity to revise their original evaluation and score to accurately reflect any additional information that may have been obtained through the interview process.

In the event that a Proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed during the interview. However, the District shall have the right to reject any and all conditions and/or exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause the District to determine such Proposal to be outside the competitive range.

## **2. PROPOSAL**

The Evaluation Review Committee shall evaluate and rank all Proposals from responsible and responsive Proposers for the purpose of determining any competitive range and to select a firm for potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated by a Proposer which do not cause the Committee to consider a Proposal outside of the competitive range, will be evaluated according to the respective evaluation criteria. In the event that a high volume of Proposals are received by the District, the District reserves the right to establish a set of minimum requirements to be used as an initial cut off point for assessing a Firm's capabilities. The District would then only consider the proposals that meet those minimum requirements for further evaluation based on the following criteria.

### **A. FIRM'S QUALIFICATIONS AND EXPERIENCE**

Elements thereof include experience of Proposer providing legal counsel services similar to those described in this RFP. The years of experience of the Proposer representing agencies and governmental institutions especially transit agencies and the experience of Proposer representing public boards with a multimillion-dollar budget. Availability of staff for this engagement and comprehensiveness of Proposer's available legal services. References provided to the District.

### **B. KEY PERSONNEL**

The experience and qualifications of the attorneys responsible for providing the services described in the Scope of Services. The availability of key personnel. Training, seminars directly concerned with compliance with federal, state and local procurement regulations and affecting public transit entities.

The experience and knowledge of key personnel in interpreting: state law as it relates to transit districts; federal law and the planning, construction and operation of transit agencies; human resource issues; contract law, intergovernmental agreements, insurance and bond issuance.

Of importance is the knowledge and experience relative to grant administration of the US Department of Transportation and the State of Connecticut; familiarity with the Freedom of Information and Open Meeting Law pursuant to Connecticut General Statutes; and the Connecticut Transfer Act.

### **C. COST PROPOSAL**

The Cost Proposal will be evaluated independently and rated based on the total cost of professional services. The District has crafted an Independent Cost Estimate derived from its past Legal Services needs and will utilize the hourly/unit rates proposed by category (title) to determine an overall annual cost of the services based on the proposed rates.

The final score for each Proposal will be obtained by summing the results from each section; Qualifications and Experience, Key Personnel, and Cost with a perfect final score being 100 points. The top Proposer with the highest rating based on the evaluation criteria may be granted an interview with the Evaluation Committee as part of the review process.

## SECTION V - PROTEST PROCEDURES

Bid/Proposal Protest Procedure - This procurement is being conducted in compliance with FTA Circular 4220.1F, as amended, and all applicable federal, state and local procurement regulations. As required by federal regulation, any protests arising under this Invitation for Bid/RFP/RFP (hereinafter "Bid") shall be handled through the District's protest procedures. This section details protest rights and discusses a process and deadlines by which protests must be submitted in accordance with the "Greater New Haven Transit District Protest Procedures" dated January 2, 2019.

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

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

Protest Before Award - Protests before award must be submitted within five (5) business days prior to bid opening and may only include protests addressing the adequacy of the bid's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of Services or definition of Approved Equals. If the written protest is not received by the time specified, the bid or evaluation process shall continue. Thereafter, all issues and appeals on these matters are deemed waived by all interested parties.

If the Protest is found to have merit, the District will determine if the bid opening should be postponed. If the bid opening is postponed, the District will contact "known recipients" as defined in Section I, subsection 3 that a protest has been filed and that bid opening is postponed until a final decision is issued. Appropriate addenda will be issued regarding any rescheduling of the bid opening.

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

1. The items or services to be procured are urgently requested; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make a prompt award otherwise causes undue harm to the District, the State of Connecticut or the federal government.
4. The protest is found to be without merit.

In the event the District determines that an award is to be made during the five (5) day period or during the pendency of a protest, the Federal Transit Administration (FTA) will be notified prior to the making of the award. FTA reserves the right not to participate in such procurements.

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

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

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

Judicial District - The laws of the State of Connecticut shall govern this IFB/RFP/RFQ and any subsequent contract. The venue for any litigation arising from this IFB/RFP/RFQ or contract shall lie in New Haven County, Connecticut.



***EXHIBIT A***

***General Information Form and Required Certificates***

## General Information Form

Name of Organization: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years in Business Providing A/E Services: \_\_\_\_\_

Company Federal Taxpayer ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Organization is (check one):

Corporation       Partnership       Association  
 Joint Venture       Sole Proprietorship       Public Agency  
 Quasi-Public Agency      Other: (Explain): \_\_\_\_\_

If the organization is a corporation indicate the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice-President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

If the organization is an individual or a partnership indicate the following:

Date of Organization: \_\_\_\_\_

Name and address of all partners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### Organization's Authorized Representatives:

Contact for Questions about Proposal: Name \_\_\_\_\_

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

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

Officer responsible for Contract Performance: Name \_\_\_\_\_

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

## General Information Form

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

Acknowledgment of received Addenda No(s): \_\_\_\_\_

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposals GNHTD RFP#02-2020. The stated Proposal shall be firm for ninety (90) days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, non-collusive, and not made in the interest of any person not herein named.

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

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

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

## Affirmation of Authorized Representative

Name of Proposer: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Relationship to Proposer: \_\_\_\_\_

By signing below, on behalf of the Proposer, I declare that the Proposer has duly authorized me to make this certification and bind the Proposer's compliance. Thus, the Proposer agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Proposer affirms the truthfulness of this certification it has made, and acknowledges that the program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et. seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Proposer are true and correct.

Contractor's Authorized Official:

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Certification of Eligibility**

\_\_\_\_\_ hereby certifies that neither  
(Name of Proposer)  
it nor its "principals" is included on the U.S. Comptroller General's Debarred Bidders List.

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

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

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.

Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

\_\_\_\_\_ I DO CERTIFY

\_\_\_\_\_ I DO NOT CERTIFY

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Certification of Non-Collusion**

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# **CERTIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Greater New Haven Transit District that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

The supplier or Proposer agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their Proposers shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

GNHTD has not established a DBE participation goal for work performed under this Contract by qualified Disadvantaged Business Enterprise firms. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror/Proposer non-responsive.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please attach the names and addresses of any and all DBE eligible sub-proposers who will perform work on this project, and the approximate dollar amounts to be paid to them using the form on the following page. One form per DBE eligible sub proposer must be provided.

**DBE LETTER OF INTENT**

Name of bidder's firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**



**CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS**

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

For (Company): \_\_\_\_\_

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I \_\_\_\_\_ have also attached appropriate Disadvantage Business Certifications.

Name of Company: \_\_\_\_\_

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

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

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

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

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

# Lobbying Certificate

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor's Authorized Official:

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

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

# Greater New Haven Transit District

## Legal Services RFP #02-2020

### Cost Proposal Form

This form will be used with respect to the evaluation of the cost aspect of Proposals. In addition to the contents of this form, the Proposer may expand or delete the categories below as long as the maximum billing rates for various classifications of professional and support services are disclosed. The stated Proposal shall be firm for ninety (90) days from the due date of this RFP.

Name of Organization: \_\_\_\_\_

Name/Title of Authorized Representative: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

| <b>Services</b>     | <b>2021</b>                                    | <b>2022</b> | <b>2023</b> | <b>2024</b> | <b>2025</b> |
|---------------------|--|-------------|-------------|-------------|-------------|
|                     | Hourly Rates by Fiscal Year (July 1 - June 30) |             |             |             |             |
| Partners            | \$   | \$          | \$          | \$          | \$          |
| Associates          | \$   | \$          | \$          | \$          | \$          |
| Legal Assistance    | \$   | \$          | \$          | \$          | \$          |
| Clerical            | \$   | \$          | \$          | \$          | \$          |
| Other (Describe)    | \$   | \$          | \$          | \$          | \$          |
| Other (Describe)    | \$   | \$          | \$          | \$          | \$          |
| Copy cost per sheet | \$   | \$          | \$          | \$          | \$          |
| Travel time costs   | \$   | \$          | \$          | \$          | \$          |
| Minimum time bill   | _____  | _____       | _____       | _____       | _____       |

***EXHIBIT B***

**Draft Agreement**

(All State and Federal Clauses, and Insurance Requirements)

# Greater New Haven Transit District

## Legal Services

### Agreement 02-2020

This Agreement is made as of the 1<sup>st</sup> day of July, 2020 by and between the Greater New Haven Transit District (the "District"), a municipal corporation formed under Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes"), having its principal place of business at 840 Sherman Avenue, Hamden, Connecticut 06514, acting herein by Mario Marrero, its Interim Executive Director, hereunto duly authorized, and [REDACTED] ("Contractor"), a corporation licensed to do business in the State of Connecticut, acting herein by [REDACTED], its [REDACTED], having its principal place of business at [REDACTED], hereinafter referred to in this Contract as the "Contractor".

Whereas, the District desires to engage the Contractor to provide Legal Services and the Contractor agrees to perform the services specified herein in accordance with all other terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises in this Agreement and other good and valuable consideration, Contractor and District agree as follows:

#### 1. Engagement

The District hereby engages the Contractor and the Contractor accepts such engagement to perform those services ("Services") specified in detail in the Scope of Work ("SOW") contained within the contractor's Proposal, set forth on Attachment 2, attached hereto and incorporated herein.

#### 2. The District's Responsibilities

The District will reimburse the Contractor for allowable costs in accordance with the provisions of this Agreement.

#### 3. Services to be Performed

The Services to be performed under this Agreement by the Contractor shall be in conformity with the description of industry standards for Legal Services and the District requirements, set forth in the SOW on Attachment 2. The District has the right to modify the services required, as deemed necessary in the best interest of the District.

#### 4. Term

This Agreement shall have an effective date and commence on of July 1, 2020 with an initial term of two (2) years. The District has the right, at its sole discretion, to extend this Agreement through no more than three (3) option years. The District will provide a minimum of sixty (60) days written notice to the Contractor of its desire to exercise such option year(s). The provisions of the Agreement, as may be amended or modified, will remain in force during any option year(s). The Agreement will expire as of June 30, 2022 unless it is extended by the exercise of such option years, or otherwise terminated in accordance with its provisions. The District has the right, at its sole discretion, to extend this Agreement.

#### 5. Compensation

The District agrees to compensate the Contractor the maximum of [REDACTED] for the services in accordance with and subject to the Contractor's Proposal attached hereto as Attachment 2 and made a part hereof and in accordance with and subject to the terms and conditions set forth in the Agreement. Compensation for any additional services, if requested, shall be mutually agreed upon in writing and signed by District and Contractor prior to the provision of any additional services.

#### 6. Changes

It is recognized that the SOW is subject to modification. Accordingly, the District shall have the right to request changes within the general SOW to be performed by the Contractor, and the Contractor shall exercise all reasonable efforts to agree to perform such requested changes in as timely a manner as possible. In the event that

any such change causes an increase or decrease in the cost of performing any of the Contractor's Services, the parties shall agree upon an equitable adjustment of the schedule, maximum payment amount, and line-item costs to the extent that they are affected by such change. The District reserves the right to change or otherwise alter the services outlined in Attachment 2 upon fifteen (15) days written notice to the Contractor. By written mutual agreement, the Contractor agrees to implement those specified changes within a reasonable timeframe but in no case later than thirty (30) days after receipt of notice. The Contractor reserves the right to reject any change or service alteration proposed by the District for good and compelling reasons and will notify the District of said rejection within ten (10) days of receipt of notice. If the Contractor rejects any change or service alteration, the District shall have the right to terminate this Agreement in which no further payments shall be due to the Contractor.

#### **7. State, Local Changes of Law**

In the event that any change in State or Local law, rule or ordinance ("Legal Change") directly and solely causes a material increase in Contractor's costs of procuring insurance, employee benefits, an increase in the minimum wage, Contractor may make a written request for additional compensation on account of the same. Any such written request must be made within fourteen days from the date of such change, or the Contractor's right to make such request shall be irrevocably waived. If the Contractor makes a timely written request and proves to the satisfaction of the District that there has been a Legal Change, and such change has directly and solely caused a material increase in the Contractor's costs, the District and Contractor will in good faith negotiate a reasonable increase in the Contractor's compensation.

#### **8. Personnel and Subcontracting**

The Contractor shall not subcontract any portion of any work required for the completion of the Agreement without the prior written approval of the District. The Contractor shall utilize the Project staff and sub-contractors cited in its Proposal. All requirements imposed on the Contractor must be passed through to all subcontractors. The Contractor shall supply the District with a certified copy of any subcontract promptly after its execution. The Contractor shall furnish the District with a Certificate of Insurance (COI) showing that the subcontractors are carrying the proper insurance coverage. The District reserves the right to approve any changes to said Personnel and sub-contractors. The financial accounts of all such sub-contractors may be audited in the same manner as those of the Contractor.

#### **9. Integrity**

The Contractor hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's or State of Connecticut's list of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported contract.

#### **10. Code of Ethics**

The Contractor hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. E&A-10, Subject: Code of Ethics Policy", June 1, 2007.

#### **11. Audits**

The Contractor shall permit the authorized representatives of the District to inspect and audit all data and records of the Contractor at reasonable times relating to its performance under this Agreement through and until the expiration of three (3) years after the final payment under this Agreement. The Contractor shall ensure that all subcontractors are in compliance with the audit requirements set forth in Title 23, Section 172 CFR, as revised when retaining architects, engineers, and/or consultants.

#### **12. Disclosure of Records**

This Agreement may be subject to the provisions of section 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 Freedom of Information Act and may be disclosed by the public agency pursuant to Freedom of Information Act. 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 Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

### **13. Prohibited Financial Interests**

No director, officer, or employee of the District, a constituent municipality of the District, or a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **14. Required Federal Clauses**

The Contractor shall be required to perform the Services hereunder in accordance with all applicable FTA regulations and the terms and conditions of this Agreement. The applicable required contract clauses are attached hereto and incorporated herein as Attachment 1. The Contractor shall comply with all applicable USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F in the same manner and to the same extent as the District. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **15. The Agreement**

This Agreement consists of (1) this Document; (2) Federally Required Contract Clauses; (3) the Original Bid Document; (4) Contractor's Fee Proposal and SOW; and (5) any other provisions referred to in this Agreement, if any. This Agreement represents the entire and integrated Agreement between the District and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Contractor.

### **16. Termination**

The District may terminate this Agreement, in whole or in part, for its convenience and without cause with at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for convenience, the District shall be liable only for payment under the payment provisions of this Agreement for services satisfactorily rendered before the effective date of termination. If the Contractor fails, in the sole discretion of the District, to perform its services in accordance with any of the terms of the Contract Documents, the District may terminate this Agreement for cause by giving written notice to the Contractor. Such termination shall be effective immediately, unless the District states otherwise in its notice of termination. In such event, the Contractor shall be paid only for services performed to the satisfaction of the District, subject to the District's withholding of the value of any damages sustained by the District due to any default by the Contractor. In the event that any termination made pursuant to this paragraph is subsequently shown to have been without cause, such termination shall be deemed and constitute a termination for convenience and therefore shall not constitute a breach of contract by the District.

### **17. Indemnification and Insurance**

The Contractor shall indemnify and hold harmless the District, the directors, officers, employees, and agents of the District, from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives. The District shall indemnify and hold harmless the Contractor, the directors, officers, employees, and agents of the Contractor, from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury

(including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) but only to the extent caused by the District's gross negligence or the willful misconduct or omissions of the District or its employees, agents, subcontractors or representatives and only to the extent related to the performance of this Agreement. Notwithstanding anything contained herein to the contrary, neither party shall be liable for any indirect, incidental, special or consequential damages, whether in contract or tort (including negligence and strict liability) resulting from its performance or failure to perform under this Agreement, including but not limited to loss of anticipated profits or benefits, even if such party has been advised of the possibility of such damages

The Contractor will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of this Agreement and those performed for the Contractor by its subcontractors, the following minimum insurance coverages from an insurance company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect and indemnify the Greater New Haven Transit District (the 'District) from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable:

- A. Commercial General Liability Insurance. Contractor shall provide a commercial general liability insurance policy including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, naming Greater New Haven Transit District as additionally insured which shall be primary and non-contributory to any insurance carried by the District, and cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent Contractors; (4) blanket contractual liability for all insured contracts; (5) contractual liability covering the indemnities in this Contract; and (6) waiver of subrogation in favor of the District.
- B. Commercial Automobile Liability Insurance. Contractor shall provide commercial automobile insurance with a limit of not less than 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. Such coverage shall also include hired and non-owned automobile coverage. 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. Workers' Compensation Insurance. Contractor shall provide workers' compensation and employer's liability insurance with respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, 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 of the laws of the United States, respectively. Limits shall be no less than One Million Dollars (\$1,000,000) each accident by bodily injury; One Million Dollars (\$1,000,000) each accident by disease; and a policy limit of One Million Dollars (\$1,000,000). Such policy shall contain a "waiver of our right to recover from others endorsement" in favor of the District.
- D. Umbrella Liability Insurance. Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of Nine Million Dollars (\$5,000,000) each occurrence and Nine Million Dollars (\$5,000,000) in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the District.
- E. Errors/Omission: Professional Liability. Contractor shall provide, errors & omissions coverage covering the contractor's professional liability with a limit of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate and maintain such policy for the duration of the project.



- F. **Contractors Pollution Liability.** Contractor shall provide contractors pollution liability in the amount of Five Million Dollars (\$5,000,000) each incident and Five Million Dollars (\$5,000,000) in the aggregate.

In conjunction with the above, the Contractor agrees to furnish to the District prior to commencement of the work, a Certificate of Insurance fully executed by an insurance company or companies describing the coverage and providing that the insurer shall give the District written notice at least ten (10) days in advance of any termination, expiration or changes in coverage. Prior to the termination or lapse of any such insurance coverage, the Contractor shall submit a similar additional certificate of insurance to the District. Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy or policies shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All such insurance coverages shall name the District as an additional insured except for Workers' Compensation Insurance coverage, provide a waiver of subrogation and such insurance shall be primary and non-contributory.

### **18. Force Majeure**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation (except payment of money) is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. Each party shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the Services under this Agreement. In any event that either party is prevented or delayed in the performance of its obligations by reason of such Force Majeure, there shall be an equitable adjustment of the schedule, maximum payment amount, and line-item costs.

### **19. Dispute Resolution**

The parties hereby agree that only for disputes that arise between Contractor and District concerning a claim for breach of the obligation to pay fees, such disputes be submitted to final and binding arbitration before a single arbitrator pursuant to the Commercial Arbitration rules of the American Arbitration Association, such arbitration proceeding to be held in Connecticut. The submission for arbitration shall be made by either party not later than the sixtieth (60th) day following the filing of a claim by Contractor or District. The parties shall share the costs of such arbitration proceeding equally and they agree that any arbitration award shall be final and binding.

### **20. Compliance with Laws and Regulations**

Contractor agrees to comply with all state, county, municipal, and other local laws, rules and regulations including but not limited to the Immigration Reform and Control Act of 1986 which are now or may in the future become applicable to Contractor and Personnel.

### **21. Certificate of Compliance**

At any time at the request of the District, the Contractor shall submit to the District a certificate of an appropriate officer of the Contractor which indicates compliance with the provisions of this Agreement and which has attached copies of any documents in support of the certification. If requested by the District, such certification shall be on a form provided by the District.

### **22. Connecticut Required Contract/Agreement Provisions (SEEOR)**

Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, are incorporated as a material term, and the Contractor shall be required to include this requirement in any of its subcontracts, SEEOR attached hereto and incorporated herein.

### **23. Executive Order**

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 Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 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, the District shall provide a copy of these orders to the Contractor.

#### **24. Independent Contractor**

Contractor's relationship with District is that of an independent contractor, and nothing in this Agreement shall be construed to designate Contractor, or any of its employees, as employees, agents, joint ventures, or partners of District. Contractor shall exercise its own discretion over the method and manner of performing its duties and District will not exercise control over Contractor, its employees, equipment or facilities except insofar as may be necessary to ensure performance and compliance with this Agreement. None of the benefits of District's employees are available to Contractor's employees

#### **25. Assignment**

The District and the Contractor each binds itself, its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the District nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld. Any attempt to assign this Agreement without consent shall be void.

#### **26. Authority**

Each person signing this Agreement on behalf of a party hereto represents and warrants that such person has full authority to enter into this Agreement on behalf of that party.

#### **28. Counterparts**

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic PDF transmission shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall become effective upon execution and delivery of the signature page by each party hereto as herein provided.

#### **29. Captions**

The captions herein are provided for convenience only and shall not affect or determine the parties' substantive rights under this Agreement.

#### **30. Severability**

In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the parties agree to negotiate in good faith to modify this agreement so as to effectuate their original intent.

#### **31. Notices**

All notices required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by first class mail or hand delivered or sent via a recognized national overnight delivery service to:

If to Contractor:

Attn:

If to District:  
Greater New Haven Transit District  
840 Sherman Avenue  
Hamden, CT 06514

Attn: Mario Marrero, Interim Executive Director

**32. Governing Law**

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut. Nothing contained in this Agreement is intended to nor shall limit the authority or responsibilities assigned to the individual signatories under State or Federal law.

In Witness Whereof, the parties hereto have set their hands on the day and year indicated below.

**Greater New Haven Transit District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mario Marrero  
Interim Executive Director

Witness:

\_\_\_\_\_ Signature  
Print Name

**Contractor**

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

Witness:

\_\_\_\_\_ Signature  
Print Name

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

**1. General:**

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

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

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

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

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

**2. Equal Employment Opportunity Policy:**

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

**3. Equal Employment Opportunity Officer:**

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

**4. Dissemination of Policy:**

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

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

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

**5. Recruitment:**

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

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

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

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

**6. Personnel Actions:**

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

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

**7. Training and Promotion:**

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

**8. Unions:**

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

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

**9. Subcontracting:**

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

**10. Records and Reports:**

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
  1. The number of minority and non-minority group members and women employed in each classification on the project;
  2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
  3. The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees; and
  4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.
- c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indications the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

**11. Affirmative Action Plan:**

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

# **Attachment 1**

## **Federal Clauses**

# Federal Clauses

## 1. No Government Obligation to Third Parties

GNHTD and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to GNHTD, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 2. False of Fraudulent Statements or Claims

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

## 3. Access to Third Party Contract Records

### a. **Record Retention**

The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

### b. **Retention Period**

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.



**c. Access to Records**

The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

**d. Access to the Sites of Performance**

The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

**4. Changes to Federal Requirements**

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

**5. Termination**

**a. Termination for Convenience**

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

**b. Termination for Default**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, GNHTD may terminate this contract for default. GNHTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the GNHTD.

**c. Opportunity to Cure**

GNHTD, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy GNHTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from GNHTD setting forth the nature of said breach or default, GNHTD shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude GNHTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach**

In the event that GNHTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by GNHTD shall not limit the District's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**e. Termination for Convenience or Default**

GNHTD may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of GNHTD or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the GNHTD, or property supplied to the Contractor by the GNHTD. If the termination is for default, GNHTD may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GNHTD and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of GNHTD, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, GNHTD determines that the Contractor has an excusable reason for not performing, GNHTD, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**6. Civil Rights**

GNHTD is an Equal Opportunity Employer. As such, GNHTD agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, GNHTD agrees to comply with the requirements of 49 U.S.C. 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**a. Nondiscrimination**

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**b. Race, Color, Religion, National Origin, Sex**

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**c. Age**

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**d. Disabilities**

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**7. Disadvantage Business Enterprise**

It is the policy of GNHTD and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of GNHTD to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. § 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. § 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. GNHTD shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, GNHTD may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the GNHTD.

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

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

GNHTD requires the prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the District makes to the prime contractor (49 C.F.R. § 26.29(a)).

The Contractor must promptly notify GNHTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of GNHTD.

## **8. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause GNHTD to be in violation of the FTA terms and conditions.

## **9. Government-Wide Debarment and Suspension**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid, proposal, or contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by GNHTD. If it is later determined by GNHTD that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to GNHTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. Violation and Breach of Contract**

GNHTD shall have the following rights in the event that GNHTD deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to terminate this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include:

1. Failure to perform the tasks specified in this contract;
2. Substituting professional labor other than that proposed in the project proposal without the expressed prior approval of GNHTD;
3. Failure to provide the goods or services in the proper quantities or to the specifications in the purchase documents without the express consent of GNHTD prior to delivery;
4. Failure to perform in a manner that meets the standards of the industry; or
5. Failure to comply with the Federal or State terms and conditions imposed by this contract.

**a. Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by GNHTD, the Contractor expressly agrees that no default, act or omission of GNHTD shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless GNHTD directs Contractor to do so) or to suspend or abandon performance.

**b. Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, GNHTD will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before GNHTD takes action contemplated herein, GNHTD will provide the Contractor with sixty (60) days written notice that GNHTD considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

**c. Disputes**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the GNHTD Director of Capital Projects. This decision shall be final and conclusive on the parties unless, within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the GNHTD Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

**d. Performance during Dispute**

Unless otherwise directed by GNHTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**e. Claims for Damages**

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

**f. Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between GNHTD and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Connecticut.

**g. Rights and Remedies**

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

**11. Lobbying Restrictions**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

**12. Clean Air Act and Federal Water Pollution Control Act**

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**13. Energy Conservation**

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

**14. Veterans Preference**

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that each of its Subcontractors: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a

Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**15. State, Territorial, and Local Law**

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the Contractor must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus, if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the Contractor to violate any State, territorial, or local law, regulation, or ordinance, the Contractor agrees to notify FTA immediately in writing. Should this occur, FTA and the Contractor agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

## **Attachment 2**

### **Contractor's Proposal (SOW)**