



Fusco Management Company LLC Request for Proposal (RFP)

Fusco Management Company LLC (“Fusco Management” or “Property Manager”) has contracted with the State of Connecticut Department of Transportation (“CTDOT” or “Owner”) for facilities management services at various railroad stations and is seeking proposals for single parking management operator (Contractor) to manage the parking operations and parking enforcement in “Region A.” Currently, Region A consists of the following railroad station facilities: Stamford Transportation Center, Cannondale Station, Wilton Station, and Merritt 7.

This RFP is for the Parking Management Services for the Stamford Transportation Center. Please be advised that CTDOT and Fusco Management Company LLC reserves the right upon execution of an Agreement with a Contractor under this RFP to expand any and all similar services to additional rail facilities within Region A (map in **Exhibit 1**). If CTDOT and Fusco Management Company LLC deems it is necessary to add new facilities, the Contractor will be required to provide any and all additional services requested. Management fees and other related costs for the new facilities would be negotiated but expected to be comparable to those submitted in a proposal to this RFP.

Description of the Facilities in Region A

The Facilities are commuter railroad station parking facilities owned by CTDOT and currently operated and maintained by Fusco Management Company LLC. (NOTE: The below descriptions may not contain all details of each facility).

1. Stamford Transportation Center Parking Garage (STC) – Approximately 1,481 parking spaces and the surface lot located on South State Street with approximately 120 parking spaces. The Taxi Starter Service for the Stamford Transportation Center which controls the Taxi Services provided to the Station.
2. Wilton Station – Surface lot of 242 spaces plus 9 handicap spaces for a total of 251.
3. Cannondale – Surface lot of 133 spaces plus 5 handicap spaces for a total of 138.
4. Merritt 7 – Surface lot of 84 spaces plus 2 handicap spaces for a total of 86.

This agreement will be from the contract commencement date through June 30, 2021. There are two, one-year renewal options through June 30, 2023, which may be exercised at Fusco Management Company LLC and CTDOT’s discretion. Pricing is to be submitted on a per site basis.



Request for Proposal (RFP) Cont'd.

Page 2 of 6

Formal RFI questions concerning this RFP shall be submitted in writing, via email, **by 2:00 p.m. on September 18, 2020** and are to be directed to Sheryl Matteis, Property Manager, at smatteis@fusco.com. RFI questions will be responded to on September 22, 2020. It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood.

Proposals shall be sent, via email, on September 28, 2020 by 1:00 p.m. to Sheryl Matteis at smatteis@fusco.com. Please send a second email to confirm that your proposal was received. Proposals received after the above noted date and time will not be accepted. Bid results will be made available upon request.

Interpretations and Clarifications of Bidding Documents

No oral statement shall be effective to waive, change or otherwise modify any provision of the Contract Documents, and no bidder shall rely on any alleged oral statement. Every question relating to the Bid Documents and Contract Documents shall be in the form of a written RFI.

Addenda

- Any and all interpretations, responses and supplemental instructions will be in the form of written Addenda to the Bid Documents.
- All Addenda will be incorporated into the scope of work and shall become part of the Contract Documents and part of the Agreement for Services with the Property Manager.
- It is the **sole responsibility of each Bidder to make sure they have received and reviewed all Addenda**. Bidders shall state on the Bid Form, the date and number of each Addendum in which they have received, reviewed and acknowledge.
 - **NOTE: Failure to provide this information on the Bid Proposal Form may be considered non-conforming and subject to rejection.**
 - The last addenda, if required, will be issued in writing on **TBD**. This will be the **final day** for issuing Addenda.

Site Visits

A mandatory pre-bid meeting and walk through will be held on September 15, 2020 at 9:30 a.m. at the Stamford Train Station. Meeting location will be at the Stamford Train Station Parking Garage Office, 43 Station Place, Stamford, CT.

- Due to COVID-19, we request that only one (1) person from each Company attend the walk-through. We require that masks are worn during the walk-through.
- There will be a 15-minute sign-in/grace period.
- Prospective bidders that do not attend the mandatory walk-through, or arrive after 9:30 a.m., will not be permitted to submit a proposal to this RFP.



Request for Proposal (RFP) Cont'd.

Page 3 of 6

1. **Proposal Prices**

Prospective bidders shall quote prices as outlined in the **Scope of Work (Exhibit 2)** and the **Bid Form (Exhibit 3)** of this proposal. Prices quoted must include all costs associated with performance of this contract.

2. **Minimum Qualifications**

Contractor shall be solely responsible for obtaining all licenses and permits necessary to perform work under this contract.

All vehicles utilized for this contract will not be in violation of any State of Connecticut, Department of Motor Vehicles (DMV) or Federal Safety Motor Carrier safety regulations. Contractor performance may be subject to DMV review and outstanding violations may result in contract termination.

3. **Sub-Contractors**

If the Contractor plans to use the services of sub-Contractors in the performance of this contract, the Contractor must list the sub-contractors. The Contractor shall be responsible for all work performed by its sub-contractors. Fusco Management Company, LLC will make contract payments to the Contractor only. The Contractor shall indemnify and hold-harmless Fusco Management Company, LLC and CTDOT from any and all activities related to services provided by their own company and services provided by sub-contractors.

4. **Capabilities**

Prospective bidders must have sufficient licensed staff, equipment, and inventory to meet the needs of the proposal and must demonstrate their capability to (a) meet contract specifications and (b) respond to calls for service at multiple locations concurrently.

Request for Proposal (RFP) Cont'd.

Page 4 of 6

5. Proposal Evaluation and Award

Proposals will be evaluated based on the requirements set forth in this Request for Proposal document which shall include but not be limited to: Price, compliance with proposal requirements and specifications. This proposal will be awarded to a single Contractor. Fusco Management Company, LLC and CTDOT reserve the right to award the Contract to any bidder, and not necessarily the low bidder, and to waive informalities and irregularities in any proposal received if it is determined to be in the best interest of CTDOT.

The Property Manager and Owner may make such investigation as they deem necessary to determine the Bidder's responsibility and ability to perform the work. The Bidder shall furnish all information and data for this purpose as the Property Manager or Owner may require. The Property Manager and Owner reserve the right to reject any Bid if evidence submitted by the Bidder or investigation of the Bidder fails to satisfy the Property Manager or Owner that the Bidder is responsible and properly qualified to carry out the obligations of the Contract and to complete the work within the specified time.

Fusco Management Company, LLC and the Owner reserve the right to reject any and all bids. A Bid not accompanied by data required by the Bid Documents, or a Bid which is in any way incomplete or irregular is subject to rejection. A Bid which is conditional or obscure or which contains any additional information not called for in the Bid Documents is subject to rejection.

6. Site Conditions

- A. **Safety:** All work must be performed in a safe manner. The Contractor shall, at its sole expense, immediately correct any dangerous conditions caused by or resulting from Contractor's work, persons or property.
- B. **Damage to facilities:** The Contractor shall, at its sole expense, repair, replace or otherwise remedy any damage to the property or surrounding structures caused by the Contractor during the duration of this contract. The Contractor shall correct said deficiencies, or damage to property in a satisfactory manner, at no extra cost to CTDOT or Fusco Management Company LLC. Fusco Management Company LLC reserves the right to repair any property damage using its own resources, and back-charge the Contractor as may be required.

7. Contractor's Conduct

The Contractor shall be courteous, polite and adhere to proper conduct at all times. Proper conduct is meant to include, but is not limited to the following rules:

- No weapons, drugs, or alcohol on any of the facilities.
- No smoking in any facility or surrounding property.
- No use of the owner's telephones, desks, equipment, etc.
- No interior/exterior doors shall be left open or unlocked.
- No profane language.

Request for Proposal (RFP) Cont'd.

Page 5 of 6

8. Change Order Authorization

Change orders will be issued for services rendered beyond the scope of work and only when approved in writing in advance by Fusco Management Company, LLC. Contractor shall bill for these services if approved in writing in advance.

9. Scope of Work – See Exhibit 2

10. Invoice/Payment

All billing must be submitted on a timely basis (1st of each month) for the cost of the month the service was performed. Invoicing is as follows:

- Email the invoice to: fusco.management.ap@fusco.com
- Invoice “bill to address” is as follows:
 - State of CT/DOT/Rail
 - c/o Fusco Management Company, LLC
 - 555 Long Wharf Drive, Suite 14
 - New Haven, CT 06511
 - ATTN: Sheryl Matteis
- You will be issued an annual PO number which is to be included on all invoices.
- This account is tax exempt.
- Certified payrolls must be submitted with each invoice.

11. Standard Wages / Payroll

Contractor agrees to comply with any State of Connecticut, Department of Labor, standard wage requirements that may apply to its Contract, including, but no limited to:

- Paying wages and benefits in accordance with the applicable standard wage rates, including any adjustments thereto by the Connecticut Department of Labor; and
- Submitting Certified payrolls in the form required by the Department of Labor. Such certified payrolls must be submitted to Property Manager with each invoice.

The Connecticut Department of Labor Standard Wage Rates for Stamford – Area 3 effective July 1, 2020 are included in **Exhibit 2**. Contractor is responsible for obtaining any adjustments to the standard wage rates directly from the Department of Labor.

Request for Proposal (RFP) Cont'd.

Page 6 of 6

12. Delivery

The Contractor shall initiate and commence service effective **TBD**. Each of the two, one-year renewal periods may be exercised at Fusco Management Company LLC and CTDOT's discretion.

13. Future Parking requirements

In the event that additional services are required for Region A or parking management and enforcement services are required at other stations within Region A, the parties agree to negotiate a mutually acceptable written amendment to the Agreement. Under any such amendment, the additional services shall be compensated at management fees and costs comparable to those for the existing services at Stamford Train Station.

14. List of Exhibits to RFP

The following is the list of Exhibits as mentioned in this RFP.

Exhibit 1: Additional Rail Facilities within Region A Map

Exhibit 2: Scope of Work

Exhibit 3: Bid Form

Exhibit 4: CTDOT Parking Enforcement Policy

Exhibit 5: C.G.S 4b-13

Exhibit 6: Sweeping of the Membrane on the Roof Level Manufacturer's Guidelines

EXHIBIT 1 - Region A map

Region A map

Region "A" is from:
Greenwich to East Norwalk
New Canaan Branch Line
Danbury Branch Line

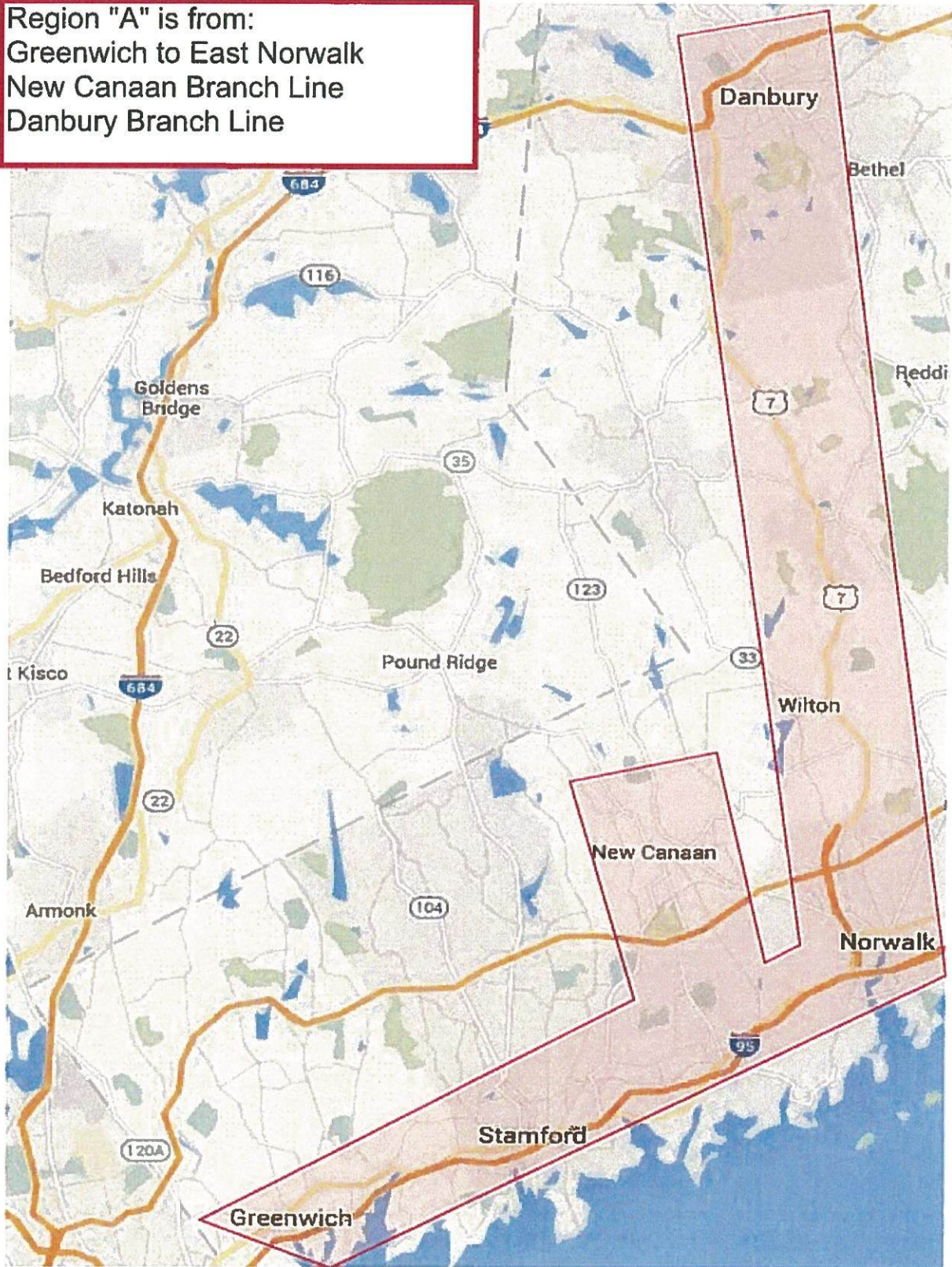
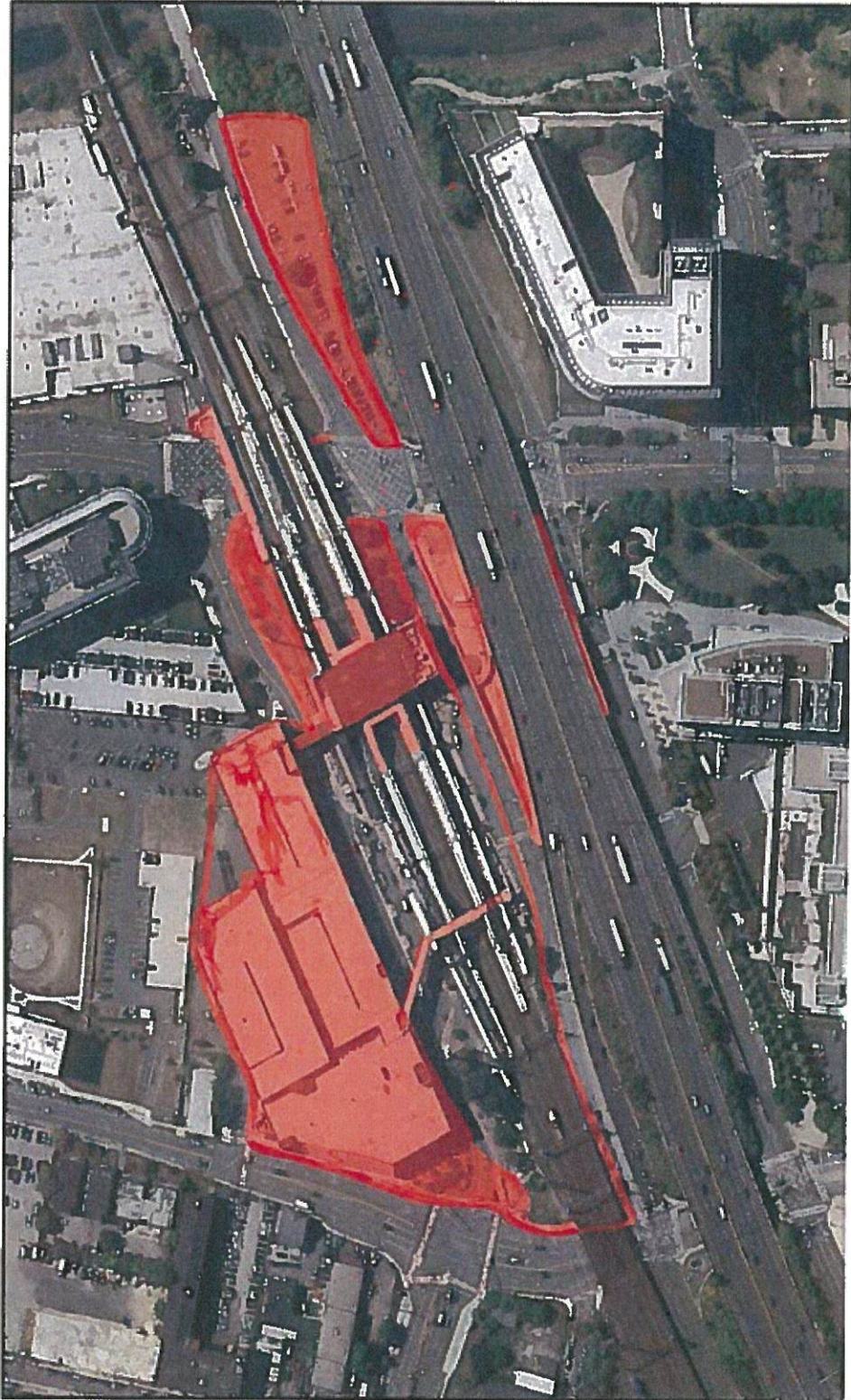


EXHIBIT 1 - Region A map

Stamford Transportation Center Aerial

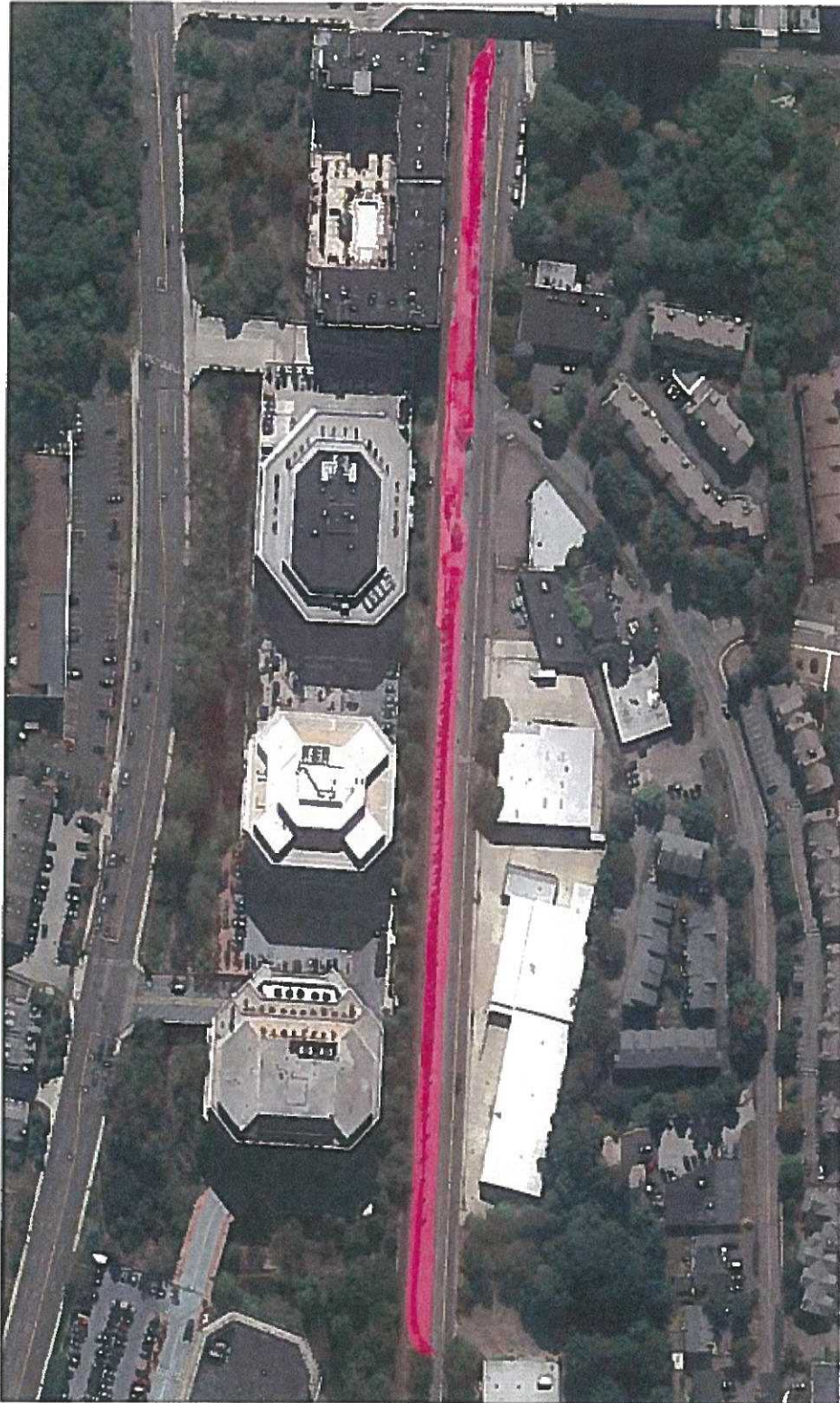


Stamford Station

30 South State Street, Stamford, CT 06902

EXHIBIT 1 - Region A map

Merritt 7 station Aerial



Merritt 7 Station

1 Glover Avenue, Norwalk, CT 06850

EXHIBIT 1 - Region A map

Wilton station Aerial



Wilton Station

7 Station Road, Wilton, CT 06897

EXHIBIT 1 - Region A map

Cannondale station Aerial



Cannondale Station

22 Cannon Road, Wilton, CT 06897

EXHIBIT 2 Scope of Work

1. Parking Operations Management

STAMFORD TRANSPORTATION CENTER – currently collecting cash for daily commuters, credit card, check or money order transactions for monthly permit parking. There are currently no parking pay-stations/equipment in place.

WILTON/CANNONDALE/MERRITT 7 – currently parking is free to the commuting public and no services are required of the parking operator at this time but may be added to the scope of work of this contract by mutual agreement between Fusco Management Company LLC and the Contractor.

Services

- Provide adequate staffing to support the project at the initial takeover.
- Provide Revenue collection and accounting.
- Manage the permit data base and wait list in accordance to guidelines of Fusco Management Company LLC and CTDOT.
- Manage the permit process; issuing permit tags, activation and deactivation.
- Daily, weekly and monthly reporting requirements.
- Daily deposits of revenue to State specified banking institution and reporting of such to State daily via fax. (Mon – Sat. not including Holiday).
- Minor gate arm repairs in the event of a break. All Revenue Control Equipment will be maintained by others however, Vendor will contact and arrange repairs.
- Excellent communication skills as there are frequent interactions with the public.

Current Staffing

Parking Manager (Mon – Fri) Approximately 40 hours a week

- 6:00 AM – 3:00 PM
- Reconciles cashier paperwork and deposits daily revenues from cashiers and permit sale patrons.
- Deposits cash at the local bank on a daily basis.
- Coordinates the sale of permits and reconciles account balances.
- Maintains monthly parking database and waitlist data base.
- Completes back office paperwork. Enters revenue reports into company system.
- Issues citations for parking without a ticket or permit.
- Performs lot counts twice a day to determine vehicle occupancy.
- Submits daily vacancy counts for review.

Night Supervisor – (Mon – Fri) Approximately 40 hours a week

- 3:00 PM – 12:00 AM
- Coordinates the sales for permits.
- Assist with database management.
- Collects payments for citations.

Exhibit 2 – Scope of Work Cont'd.

Page 2 of 6

Cashier

- One attendant 24 hours a day, 7 days a week at the Station Place West Exit near the Office.
- One attendant Mon – Fri 8:00 AM – 1:00 AM and on Sat & Sun 8:00 AM – 11:00 PM for the Station Place East Exit.

Fusco Management Company LLC and CTDOT will potentially consider adjustments to the staffing plan while incorporating enhancements and new enforcement policies and procedures, to establish an overall effective program. All parties must mutually agree upon any changes to the staffing plan.

2. Parking Enforcement & Enforcement Software

The parking operator shall develop and manage a parking enforcement program, in accordance with CTDOT's Parking Enforcement Policy (**Exhibit 4**). The parking operator shall manage a violation ticketing process through the Centralized Infractions Bureau, in accordance with C.G.S 4b-13 (**Exhibit 5**) and as directed by CTDOT/Fusco. In order to issue violation tickets, the parking operator must demonstrate the ability to obtain vehicle owner registration information. Any enforcement software related fees shall be the responsibility of the parking operator and passed through to Fusco Management Company for reimbursement by the State following written approval.

At facilities where defined parking regulations are not developed, the Contractor shall participate in the development of site-specific regulations, make recommendations to CTDOT and Fusco Management Company, LLC based on industry experience, and implement/enforce parking regulations as directed and approved by CTDOT.

Staffing – The Contractor shall schedule staff accordingly to effectively monitor, audit, and enforce parking at each facility. Staffing levels and schedule are subject to CTDOT and Fusco Management Company, LLC approval, and may be amended in the future at the discretion of CTDOT and Fusco Management Company, LLC. For facilities that do not currently have an enforcement program, staffing plans may be adjusted and mutually agreed upon.

3. Towing

In situations where the Contractor believes that a vehicle in violation is subject to towing, the Contractor shall take a photograph of the vehicle and write an email to Fusco Management Company LLC with the recommendation and reasoning to tow. Fusco Management Company LLC shall then forward the email and photo (s) to CTDOT for approval. All decision to tow a vehicle shall be made by CTDOT/Fusco Management Company LLC. The Contractor shall not provide the towing vendor with direct orders to tow.

4. Payment Processing

Merchant processing through Global Payments is a CTDOT requirement. The Contractor agrees that it will have knowledge of operating any revenue control equipment and software for the Property's Parking Areas and ensure optimum performance of any parking revenue collection systems.

Exhibit 2 – Scope of Work Cont'd.

Page 3 of 6

Parking revenues will be deposited daily in an approved State account Monday through Friday. Monday deposits will consist of separate deposit for Friday, Saturday, and Sunday revenues. If a Holiday falls Monday through Friday, the deposit will be made on the next business day. Copies of all deposit slips must be faxed or electronically transmitted to CTDOT and Fusco Management Company LLC by 2:00 PM the following business day. Each deposit slip should be clearly marked as to the type of collection (i.e. permit vs. daily revenue), date revenue was collected and the date of the deposit.

5. General Information

- a. Internet and a phone line have been provided at the Stamford Transportation Center Garage. If you need additional phone line (s) it is at your cost.
- b. Department of Labor (DOL) Standard Wage applies to the hourly employees and needs to be applied.
- c. All employees must have a background check and be approved to work at the sites and are subject to review by Fusco Management Company LLC and CTDOT.

The Scope of Work also includes the following:

1. Stamford Transportation Center's (STC) Parking Garage with approximately 1,481 parking spaces and the surface lot located on South State Street with approximately 120 parking spaces.
2. The Taxi Starter Service for the Stamford Transportation Center which controls the Taxi Services provided to the Station.

Stamford Transportation Center Garage and Surface Lot

- Provide adequate staffing to support the project at the initial takeover and to include onsite Manager.
- Provide Revenue Collection and Accounting.
- Issue monthly Parking Permits, to include the collection of keycard deposits and deactivation for non-payment.
- Manage and maintain waiting list in accordance with database and guidelines set forth by CDOT and Fusco.
- Daily, weekly and monthly reporting requirements including backup and ticket reconciliation.
- Making daily deposits of revenue to State specified banking institution and reporting of such to State daily via fax. (Mon-Sat. not including holiday)
- Minor gate arm repairs in the event of a break. All Revenue Control Equipment will be maintained by others however, Vendor will contact and arrange repairs.
- All positions that require frequent public interaction - managers, cashiers, taxi starter - must have excellent communication skills.
- Employees are to have appropriate Background and Eligibility Checks completed and such documents are subject to review by Fusco Management Company LLC.

Exhibit 2 – Scope of Work Cont’d.

Staffing for STC is to be as follows:

- One attendant 24 hours a day, 7 days a week at the *Station Place West Exit* near the Office.
- Responsible for all bookkeeping, permit sales, auditing problems, and parking accountability as well as address and ensure that site is properly staffed.
- One attendant 8 AM – 1 AM Mon - Fri and 8 AM – 11 PM on Sat. & Sun for the *Station Place East Exit*.
- Site Manager 6 AM – 3 PM Mon - Fri will be responsible for all bookkeeping, permit sales, auditing problems, and parking accountability (ticket counts, gate lifts, etc.) as well as address and ensure that site is properly staffed.
- Night Supervisor from 3 PM – 12 AM Mon - Fri
- 10 AM – 8 PM Sat – Sun
- Assists Manager with all duties during night hours as well as processing payment collected for monthly parking that is collected during evening hours.
- Assists with database management.
- Collects payments for citations.

Stamford Transportation Center Staffing Requirements

Cashier Positions	Monday – Friday	Saturday – Sunday	Number of Man Hours Per Day
Station Place – West Entrance	6:00 AM – 6:00 AM	6:00 AM – 6:00 AM	24
Station Place – East Exit (one attendant)	2:00 PM – 10:00 PM	3:00 PM – 11:00 PM	8

Taxi Starter Service for the Stamford Transportation Center:

Services are to include

- Administer the Taxi Company Access Cards.
- Inspect Taxis to ensure that they meet modified CDOT safety requirements and to inform failure of these requirements through the denial of access and notification as directed.
- The starter will act as liaison between the Taxi’s and the customer, helping to answer questions regarding fares, ride sharing, etc.
- Calling up cabs from the “holding area” to the “waiting area” from one staff to another.
- Minor gate arm repairs etc. for the Taxi Operation.
- Provide Porto-lets for the Taxi Holding Area as requested by CDOT, (currently 2 units being serviced twice weekly.)
- Employees are to have appropriate Background and Eligibility Checks completed and such documents are subject to review by Fusco.
- All positions that require frequent public interaction - managers, cashiers, taxi starter - must have excellent communication skills.

Exhibit 2 – Scope of Work Cont’d.

Page 5 of 6

Staffing:

- The Taxi Starter posting will require two Staff, one at the “Holding Area” and one at the “Queue” from 6am – 12 am Mon - Sat, and 8 am – 10 pm on Sun.
- All other times the gates will be left in the up position for open access.

Holding Area: This area is currently located in the parking garage on the ground level but could be moved if directed by CDOT.

Stamford Transportation Center Staffing Requirements

Taxi Starter operation

Attendants	Monday – Saturday	Number of Man Hours Per Day
Holding Lot Position	6:00 AM – 12:00 AM	18
Queue Position	6:00 AM – 12:00 AM	18

Attendants	Sunday	Number of Man Hours Per Day
Holding Lot Position	8:00 AM – 10:00 PM	14
Queue Position	8:00 AM – 10:00 PM	14

Required Reporting:

- Required reporting and accounting is specified in the attached Appendix.
- Monthly Reports will be due by the 5th of the following month, (subject to minor modification for the Client Needs).

Please note that not all of the required reporting is generated from the Revenue/Access Software Programming.



Exhibit 2 – Scope of Work Cont'd.

Page 6 of 6

DOL Pay Rates: (as of July 1, 2020)

- Cashier: \$11.90 wages plus \$3.57 benefits
- Parking Lot Attendant: \$13.03 wages plus \$3.91 benefits

It is the Parking Management Company's responsibility to monitor the DOL pay rates and implement changes as they occur.

Invoicing:

- Billing will be Lump Sum monthly to include all vacation/personal/sick time, holidays, taxes, benefits, overhead, expenses, uniforms and profit.
- Billing will be in arrears.
- Certified Payrolls are to be submitted with each invoice.

Please see additional information as required by State of Connecticut that will be included with awarded Contract.



EXHIBIT 3 – Bid Form

Parking Management Services for some or all of the following DOT Transportation centers;

- Stamford, Merritt 7, Wilton and Cannondale Train Stations

Description: Provide Parking Management Services for the Stamford Transportation Center

For: Fusco Management Company LLC
 555 Long Wharf Drive
 New Haven, CT 06511

Term of Contract:
 TBD, 2020 – August 31, 2023

Complete Bidder Legal Business Name:

Complete Address, Contact Person and Contact Numbers:

Stamford Transportation Center

Addendum(s) Received: _____
 Number(s) and date(s)

1. Monthly Management Fee – Stamford Transportation Center

Initial Term:	TBD – 6/30/2021	_____	per Month
Option Year 1:	7/1/2021 – 6/30/2022	_____	per Year
Option Year 2:	7/1/2022 – 6/30/2023	_____	per Year



Exhibit 3 – Bid Form Cont’d.

Page 3 of 3

7. In submitting this Bid, the Bidder makes the following representations:

- A. The Bidder has read and understands the Bid Documents and Contract Documents.
- B. The Bid is made in compliance with the Bid Documents and Contract Documents.
- C. The Bidder has visited the site, is familiar with local conditions under which the work is to be performed and has correlated the Bidder’s personal observations with the requirements of the proposed Contract Documents.
- D. The Bidder understands and agrees that it is required to comply with all federal, state, and local laws, regulations, ordinances, codes, and orders of authorities having jurisdiction that in any manner relate to the performance of the work.
- E. The Bidder acknowledges and agrees to the terms and conditions of the Bid Documents and Contract Documents without exception or qualification.
- F. The Bid is based upon the materials, equipment and systems required by the Bid Documents and Contract Documents without exception.
- G. This Bid may not be modified, withdrawn, or cancelled by the Bidder for a period of ninety (90) days following the bid opening date.
- H. The Bidder understands and acknowledges that Fusco Management Company LLC reserves the right to accept or reject all or any part of this Bid, to reject any and all Bids, or to waive any informalities, irregularities, or technical defects in submitted bids.

Signature:

Title:

Date:

Exhibit 4 – CTDOT Parking Enforcement Policy

Connecticut Department of Transportation Parking Enforcement Policy Connecticut General Statutes 4b-13

It is the policy of the Department of Transportation to enforce parking rules within parking areas on any property under the supervision of the Commissioner of Transportation through the use of designated employees and third-party contractors. Said employees and contractors may issue citations daily in accordance with Section 4b-13 of the C.G.S. for the following parking violations in the following amounts:

Violations Subject to Ticketing:		Penalty
4b-13-1	Partial or non-payment of parking fee	\$25.00
4b-13-2	Parking outside of a designated space	\$25.00
4b-13-3	Occupying more than 1 space	\$25.00
4b-13-4	Parking longer than allowed in a time regulated space	\$25.00
4b-13-5	Parking in a permit space without a permit	\$25.00
4b-13-6	Failure to display permit	\$10.00
4b-13-7	Displaying a fraudulent or altered permit	\$75.00
4b-13-8	Parking in handicapped space without proper permit	\$75.00
4b-13-9	Parking an unqualified vehicle in a fuel-efficient vehicle space	\$25.00

Violations Subject to Ticketing and Towing:

4b-13-10	Parking in a bus stop, taxi space, safety aisle, or fire lane	\$25.00
4b-13-11	Parking an unregistered vehicle	\$50.00

Tickets may be paid or appealed by mail following the instructions on the back of the ticket or online at the Connecticut Judicial Branch website: www.jud.ct.gov

Towing Information:

If any vehicle is towed, the owner shall be responsible for all fees related to the towing of the vehicle in addition to any accumulated parking violation fines. In addition to the above offenses, any vehicle that poses a safety or environmental hazard in the parking area may be towed. Repeat violators will be subject to towing upon \$250 worth of accumulated unpaid parking violations.

Exhibit 5 – C.G.S. 4b-13

Sec. 178. Section 4b-13 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) The Commissioner of Administrative Services may establish policies and procedures for the maintenance of order on, and the use of, parking areas on any property owned by the state or under the supervision of said commissioner, except as provided in sections 2-71h, 10a-79, 10a-92 and 10a-139 and except for properties under the supervision, care and control of the Chief Court Administrator. The Commissioner of Administrative Services may designate the commissioner of any other agency, as defined in section 4-166, to establish policies and procedures for the maintenance of order on, and the use of, parking areas on any property under the supervision of such commissioner. Any person violating any [such] policy or procedure adopted pursuant to this subsection shall be fined not more than seventy-five dollars and the vehicle in violation of such policy or procedure may be towed, provided there is conspicuous signage giving notice of such towing and indicating where the vehicle will be stored, how the vehicle may be redeemed and any costs or fees that may be charged. The commissioner or the commissioner's designee, including, but not limited to, a third-party contractor retained by the commissioner, may issue a citation to, or tow the vehicle of, any person violating the policies or procedures established pursuant to this subsection.

(b) The Chief Court Administrator may establish policies and procedures for the maintenance of order and the use of parking areas on any property under the supervision, care and control of the Chief Court Administrator. Such policies and procedures may provide that any vehicle parked on such property in violation of such policies and procedures shall be towed.

(c) Each state agency shall develop a program to encourage its employees to use mass transportation. Such program shall address the feasibility of restricting the amount of free parking by at least ten per cent for those state employees who work in urban areas and for providing such employees with subsidies to ride mass transportation. Each state agency shall submit its program to the Department of Administrative Services. For the purposes of this subsection, "state agency" means each state department, office or other agency of the state; and "urban area" means any town or city having a population of seventy-five thousand or more or any town or city in which one hundred or more state employees are employed at the same site. The Secretary of the Office of Policy and Management, in consultation with the Commissioner of Administrative Services, shall adopt regulations, in accordance with the provisions of chapter 54, after receipt of and pursuant to each state agency's plan to determine the amount and process by which a state employee may obtain a subsidy.

18.0 Maintenance and Repair of Sikalastic Traffic Membranes

18.1 General Maintenance

One of the elements important to maintaining the Sikalastic Traffic System in a warrantable condition is a comprehensive program of periodic maintenance to be established and followed by the owner of the structure/building.

Maintenance procedures include, but are not limited to:

- Periodic inspections by owner or owner's representative
- Cleaning on a routine basis
- Snow and ice removal (where applicable)
- Repairs to the structure
- Repairs to the Sikalastic Traffic System

18.2 Inspections

Periodic inspections will provide a basis for the proper maintenance work required assuring the longevity of the Sikalastic Traffic System.

Monthly – Make a physical inspection to determine if there are any areas of physical damage to the System. Document the date, time and results of these inspections.

Semi-Annually – Make a thorough physical inspection including photographing and/or videotaping the System. Such inspections include, but are not limited to:

1. Inspect the sealant in the joints for proper adhesion. Also, determine if there is any cohesive failure or physical damage to the sealant. Where possible, inspect the underside of the joints for evidence of leaks.
2. Inspect the areas where beams are resting on columns for evidence of stress, cracking or excessive movement. Where possible, inspect the entire structure from the underside of deck for cracks, spalls, corrosion damage and other defects.
3. Inspect drains or scuppers to ensure there is nothing clogging or blocking them, to avoid ponding water on the deck.
4. Inspect areas at the juncture of the deck and vertical projections, e.g. parapet walls, planters, building walls, curbs, parking bumpers, etc., to determine if there has been any breach to the Sikalastic Traffic System.
5. Inspect the Sikalastic Traffic System for cracks that may have been caused by any structural cracks or movement in the substrate.
6. Inspect areas which are subject to high abrasion and wear such as:
 - a. Vehicular traffic areas: Turn radii, entrance and exit ramps and other start/stop areas for excessive wear or loss of aggregate in the Sikalastic Traffic System.
 - b. Pedestrian areas: Top of stair landings, stair treads, doorways, and narrow walkways through areas, pay stations, etc.
 - c. Other areas: Inspect the entire surface for evidence of excessive wear.

18.3 Cleaning - Parking Operator's Responsibility

The use and location of the deck will cause the cleaning frequency to vary. Recommendations for cleaning are as follows:

Weekly – Sweep or vacuum the deck to remove sharp objects, such as gravel, glass and metal particles from the coating surface. Hand sweeping and/or the use of industrial floor sweepers with soft bristle brushes or litter vacuums is recommended.

Monthly – Thoroughly clean the deck to remove dirt, debris, oil and grease drippings, car fluids, de-icing salts, tire marks, etc.

Cleaning may be accomplished by:

1. Power scrubbing with a low sudsing, biodegradable, solvent-free and acid free cleaner and soft bristle brushes only. This method requires thorough rinsing with clean water to avoid slippery when wet conditions and residue. Do not use wire brushes.
2. Power washing at less than 1,000 psi
3. Avoid the use of solvents for health, safety and environmental reasons. Solvents can also damage the System if allowed to remain ponded on the membrane.

18.4 Rust and Oil Stain Removal

Rust stains and oil stains are two common staining problems with traffic deck coatings, the complete removal of which can sometimes be difficult. It is recommended to clean an inconspicuous area to confirm the effectiveness of the cleaner selected and to ensure that the traffic deck coating is not damaged during cleaning operations.

Removal of rust stains:

1. Select a cleaner specifically recommended for rust stain removal from masonry surfaces.
2. Liberally apply cleaner with brush or spray to the dry, affected area.
3. Avoid cleaners that contain aggressive acids or caustic compounds, as these products can damage the coating. A mild acid content such as oxalic acid is generally required to chemically break down the rust.
4. Allow cleaner to dwell on the stained area for 15 minutes or as recommended by the cleaner manufacturer.
5. If necessary, lightly scrub the surface with a soft bristle brush.
6. Power wash at less than 1,000 psi to remove loosened rust and rinse thoroughly.
7. Repeat as required.

Removal of oil stains:

1. Select a cleaner specifically recommended for oil stain removal from masonry surfaces.
2. Liberally apply cleaner with brush or spray to the dry, affected area.
3. Avoid cleaners that contain aggressive acids or caustic compounds, as these products can damage the coating. A mild alkaline content is generally required to dissolve and emulsify the oil and grease so that it can be rinsed away.
4. Allow cleaner to dwell on the stained area for 2-3 hours or as recommended by the cleaner manufacturer.
5. In general, scrubbing is ineffective.
6. Power wash at less than 1,000 psi to remove loosened oil and rinse thoroughly. Hot water is most effective.
7. Repeat as required.

18.5 Snow Removal and Ice Control

Piled snow can present the possibility of significantly overloading a deck beyond its designed load capacity. This overloading may cause structural cracks to develop and/or damage the underlying structure. The cracks can reflect through the System causing serious damage. Immediate removal of ice and snow is critical.

If possible snow removal should be accomplished through the use of brooms and blowers. Plowing of snow should only be performed with snow removal equipment which is equipped with adjustable, rubber, snowplow blades. These rubber blades can be adjusted to remove snow, and slush from the surface. The rubber blades will protect the Sikalastic Traffic System from damage such as cuts and gouges. The use of heavy snow removal equipment, including metal blades on snowplows, must be avoided to prevent damage to the Sikalastic Traffic System. Damage to the System caused by metal blades will render the warranty null and void.

Ice should be treated and removed with chemical deicing materials only. All common ice melt materials – Sodium Chloride, Potassium Chloride, Magnesium Chloride, and Potassium Chloride – are suitable for use with Sikalastic Traffic Systems.

18.6 Repair to the Structure

All structural repairs must be made at the direction of a licensed structural engineer. If any structural repairs affect the Sikalastic Traffic System, the System should be repaired as well with prior notification to Sika.

18.7 Repair to the Traffic System

General repairs under warranty require prior notification to Sika. Minor repairs, however, may be made by the owner's maintenance personnel, with the prior approval of Sika.

Physical Damage to the Traffic System

1. Remove all damaged Sikalastic traffic coating materials back to well bonded material or the substrate. For exposed substrate, prepare as indicated in the current applicable Sikalastic System Product Data Sheet (PDS). Abrade the exposed, well-bonded Sikalastic Traffic System surrounding the area to be repaired and then thoroughly clean with a clean cloth saturated with solvent (high quality Xylene* recommended). Allow the solvent to evaporate completely.
2. Install the appropriate Sikalastic Traffic System to the repair area to the specified thickness for each coat as indicated in the current applicable PDS. Extend each coat onto the existing coating with a 2 inch minimum overlap, feathering the terminating edge of the coating.
3. Allow the repaired area to cure as indicated on the current applicable PDS before opening to traffic.

Areas of Excessive Wear Having the Base Coat Intact

1. Sandblast, power wash or abrade the worn area and/or exposed base coat. If power washing is employed, allow the area to completely dry before proceeding.
2. Solvent wipe the area and allow the solvent to completely evaporate.
3. In the areas of excessive wear, apply the base coat at the required thickness to restore it to the original, specified thickness as indicated in the current applicable PDS.
4. Install the remaining coats of the appropriate Sikalastic Traffic System to the repair area to the specified thickness as indicated in the current PDS. Extend each coat onto the existing coating with a 2 inch minimum overlap, feathering the terminating edge of the coating.
5. Allow the repaired area to cure as indicated in the current applicable PDS before opening to traffic.

18.8 Resurfacing

To maintain the aesthetics and wearing properties of the Sikalastic Traffic System, it is recommended that the topcoat be renewed as needed based upon maintenance inspections. Consult Sika and Surface Preparation - Existing Coatings in this Manual for additional information.

* Handling and use of all solvents must be done in accordance with the manufacturer's warnings and instructions for use.

AGREEMENT FOR SERVICES

The Property Manager and the Contractor identified below hereby enter into an agreement to provide the services identified below to the Property identified below, during the Contract Term identified below, all upon and subject to the terms and conditions set forth below and/or attached hereto.

PROPERTY MANAGER	FUSCO MANAGEMENT COMPANY, LLC 555 LONG WHARF DRIVE, NEW HAVEN, CT 06511			
PROPERTY OWNER				
PROPERTY ADDRESS				
CONTRACTOR	NAME _____			
	ADDRESS _____			
CONTRACT TERM	DATE (FROM):	THROUGH (TO):	THE CONTRACT TERM IS SUBJECT TO EARLIER TERMINATION BY THE PROPERTY MANAGER AS PROVIDED ON THE REVERSE SIDE.	CONTRACTOR REPRESENTATIVE:
COMPLETE DESCRIPTION OF SERVICES	FOR THE SERVICES TO BE PROVIDED BY CONTRACTOR UNDER THIS AGREEMENT, CONTRACTOR SHALL BE PAID THE FOLLOWING:			
COMPENSATION AND PAYMENT SCHEDULE				
THIS AGREEMENT SHALL NOT BE BINDING UPON THE PROPERTY MANAGER UNLESS AND UNTIL EXECUTED BY A DULY AUTHORIZED OFFICER OF THE PROPERTY MANAGER. CONTRACTOR ACKNOWLEDGES IT HAS READ AND AGREES TO ALL OF THE TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF.				
PROPERTY MANAGER: FUSCO MANAGEMENT COMPANY, LLC BY: _____ NAME: _____ TITLE: _____ DATE: _____			CONTRACTOR: BY: _____ NAME: _____ TITLE: _____ DATE: _____	

1. ENGAGEMENT OF THE CONTRACTOR

101. The Contractor agrees to perform the services to be provided under this Agreement in strict accordance with the terms and conditions and for the consideration set forth herein. The Contractor shall not subcontract any of the services to be performed by it under this Agreement without the written consent of the Owner or Property Manager. The Contractor shall consult with the Property Manager and shall meet, as directed by the Property Manager, with such other persons or entities as may be necessary.

2. SCOPE OF SERVICES

201. The services to be provided by the Contractor shall be performed in a satisfactory manner, as determined by the Property Manager in accordance with the Property Owner's standards, this Agreement and all applicable laws, rules and regulations. Contractor warrants that all materials, equipment and workmanship shall be sufficient for the purpose intended, merchantable, of good quality, and free from defects. The Contractor shall perform its services in a safe and workmanlike manner and shall be solely responsible for the prevention of accidents to workers performing the services or others affected by the performance of such services.

202. The Contractor shall at all times supply a sufficient number of capable employees to enable it to properly, adequately and safely perform the services hereunder. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the Contractor, which is in all respects the employer of such employees. To the maximum extent permitted by law, Contractor shall indemnify, defend, and hold harmless Property Manager and Property Owner from and against all liabilities, claims, suits, expenses, and damages, including attorneys' fees, arising out of or relating to an allegation or finding that Property Manager and/or Property Owner is a joint employer or statutory employer of, or otherwise legally responsible for, the employees of Contractor or any of its lower-tier subcontractors.

203. Contractor shall fully comply with all applicable laws and regulations with respect to worker's compensation, social security, unemployment insurance, hours, labor wages, working conditions, immigration, equal employment opportunity, and other employer-employee-related subjects. Contractor represents that it is and will continue to be an equal opportunity employer. All employment arrangements are solely Contractor's concern and neither the Property Manager nor the Property Owner shall have any liability with respect thereto.

204. Contractor shall be responsible for full compliance with federal, state, county, and municipal laws, ordinances, regulations and orders relative to the performance of its services hereunder. Contractor shall promptly notify the Property Manager of any violation of any such law, ordinance, rule, regulations or order, which comes to the Contractor's attention.

205. The services shall include all labor, materials, equipment and services necessary to provide the specific services to be performed hereunder. The Contractor shall be responsible for obtaining all licenses, permits and approvals necessary to perform its services hereunder. The Contractor

represents and warrants that it currently is (and shall remain during the entire Contract Term) authorized to do business in the State in which the Property is located and properly licensed by (and registered with) all necessary governmental and public and quasi-public authorities have jurisdiction over it and over said services. Contractor shall be fully responsible for the performance of its subcontractors.

206. In performing its services hereunder, the Contractor shall at all times be an independent contractor and not an employee or agent of the Property Manager or the Property Owner. Nothing contained herein or in the relationship of the Owner and the Contractor shall be deemed to constitute an employment agreement, partnership, joint venture or any other relationship other than that of an independent contractor.

207. The Contractor further agrees that it is subject to and shall comply with all applicable laws, ordinances and regulations of the Federal Government, the State, county, and municipality in which the Property is located, regarding equal employment opportunity, as the same may be amended from time to time.

3. TIME OF PERFORMANCE & PAYMENTS

301. The services to be provided under this Agreement shall commence as of the commencement date of the Contract Term and shall continue thereafter during the Contract Term. Time is of the essence of this Agreement. The Contractor shall perform the services set forth in this Agreement at such times and in such sequence as may be directed by the Property Manager.

302. The sums to be paid to the Contractor, as set forth in this Agreement, represent full and total compensation for all the services to be provided by the Contractor under this Agreement. In no event shall the Contractor be entitled to the payment of additional sums, whether for "extras," additional services or otherwise, unless the same shall have been authorized in advance, in writing by the Owner, which written authorization shall specifically identify the services so authorized as entitling the Contractor to additional payment and specifying the amount and terms thereof. Contractor expressly agrees that payment by the Property Owner to the Property Manager for work performed by Contractor is an express condition precedent to any payment by the Property Manager to the Contractor for such work.

303. The Contractor shall be responsible for the payment of any and all sales, use and other similar taxes imposed by law in connection with this Agreement.

4. TERMINATION

401. The Property Manager may Terminate this Agreement (1) for "cause" by giving the Contractor not less than three (3) days prior written notice, and (ii) for any other reason (without "cause" by giving the

Contractor at least thirty (30) days prior notice. If this Agreement is terminated by Property Manager as provided herein, the Contractor will only be entitled to receive payment for amounts payable through the date of termination.

402. The termination of this Agreement by the Property Manager shall not relieve the Contractor of any of its obligations accrued under this agreement prior to the effective date of such termination.

403. In addition to any other rights or remedies of the Property Manager or Property Owner, in the event the Contractor fails to perform any of its services or fails to keep, carry out and perform any of the terms herein, the Property Manager or Property Owner may perform same and charge the cost thereof to Contractor and/or deduct same from any sums due Contractor hereunder.

404. In the event that liens are filed by anyone in relation to the labor or material being furnished through Contractor, Contractor agrees to have the same discharged at Contractor's sole expense, by posting a bond or otherwise within five (5) days of notice. In the event any such lien is not so discharged, Property Manager or Owner shall have the right to discharge said lien and recover from the Contractor all costs associated therewith, including, but not limited to, attorneys' fees and bond costs. If requested, Contractor agrees to furnish duly executed releases and waivers of mechanic's lien on behalf of itself and its subcontractors or suppliers, if any, in a form reasonably acceptable to the Owner.

405. No waiver by the Property Manager of any breach by the Contractor shall be a waiver of any subsequent or different breach by the Contractor. All of the Owner's rights and remedies set forth herein shall be cumulative and in addition to any other remedies available at law or equity.

5. INDEMNIFICATION & INSURANCE

501. To the maximum extent permitted by law, the Contractor agrees to indemnify, defend and hold the Property Manager and the Property Owner, and their respective officers, agents and employees, harmless from and against all costs, liabilities, claims, suits, expenses and damages, including reasonable attorneys' fees, relating to, arising out of, or claimed to relate to or arise out of, or occurring in connection with the performance of this contract or the services hereunder; the intentional acts or omissions of Contractor, its subcontractors, or any employee of either, and any negligence or default in the performance of, or compliance with, any term or covenant of this Agreement.

502. Prior to the commencement of the term of this Agreement, the Contractor shall furnish to the Property Manager a certificate of insurance evidencing all insurance the contractor is obligated to carry under this Agreement, which certificate shall contain an endorsement providing that the Property Manager and the Property Owner will be given at least 30 days prior written notice of cancellation of, or any material change in, the insurance coverage. Copies of the Additional Insured Endorsements are to be attached to the certificate of insurance.

503. The Contractor agrees to comply in all respects with the insurance requirements set forth in the Supplemental Terms and Conditions attached hereto.

6. GENERAL TERMS & CONDITIONS

601. This agreement is subject to and incorporates the provisions of any Riders and Schedules attached hereto. If there are any conflicts between the printed provisions of this Agreement and the typed provisions of this Agreement and/or said Riders and Schedules, then the typed provisions and Riders/Schedules shall control. Paragraph headings are provided for convenience only.

602. This agreement, its terms and conditions, and any claims arising therefrom shall be governed by Connecticut laws. The Contractor shall comply with all applicable federal, state and local laws, ordinances and codes.

603. The Contractor and the Property Manager hereby waive trial by jury as to any and all claims, disputes and causes of action arising out of or in connection with this agreement. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed.

604. This Agreement is personal to the Contractor and the Contractor shall have no right to assign this Agreement or any portion hereof or any monies due or to become due hereunder, voluntarily, involuntarily or by operation of law, without the prior written approval of the Owner. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

605. This Agreement shall not be amended or modified in any way or respect except by a written instrument executed by the Contractor and the Owner. This Agreement constitutes the entire agreement of the parties respecting the subject matter hereof. All prior understanding or agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

606. If any provision of the terms of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

607. All notices hereunder shall be in writing and shall be deemed given if sent by recognized overnight courier service or certified mail, return receipt requested, to the parties at their addresses set forth above and shall be effective upon receipt or rejection by the person to whom addressed.

609. In the event of any default by the Contractor under this Agreement, the Contractor agrees to pay all costs incurred by the Property Manager in the enforcement hereof, all whether or not suit shall have been commenced.

SUPPLEMENTAL TERMS AND CONDITIONS

1. Principal Contract.

The Property Manager has entered into a contract ("Principal Contract") with the State of Connecticut acting by its Department of Transportation ("Property Owner" or "Owner") for Facility Management Services for Various Railroad Station Facilities in Connecticut Region A. The Principal Contract is specifically incorporated herein and made a part hereof by reference. In the performance of this Agreement, the Contractor shall be bound to the Property Manager in the same manner, to the same extent, and with the same force and effect that the Property Manager is bound to the Property Owner by all the terms, provisions, general conditions, and special conditions of the Principal Contract, except as may be expressly modified by this Agreement.

2. Insurance.

With respect to the operations performed by the Contractor under the terms of this Agreement, and also those performed for the Contractor by its subcontractor(s), the Contractor will be required to carry, and shall require that its subcontractor(s) carry, for the duration of this Agreement, and any supplements thereto, with the Property Manager, State and Metro-North Commuter Railroad Company being named as additional insured parties, for paragraphs (a), (b), and (d) below and the State and Metro-North Commuter Railroad Company being named as an additional insured party for paragraph (h) below, the following minimum insurance coverage at no direct cost to the Property Manager or the State.

- (a) Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: One Million Dollars (\$1,000,000) minimum combined single limit 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. Coverage must extend to owned, hired and non-owned vehicles used in connection with the Agreement.
- (c) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the compensation laws of the State of Connecticut and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States, respectively.

- (d) Umbrella Liability: Provide excess/umbrella coverage with limits of at least \$5,000,000. Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (e) Employee Dishonesty: Provide employee dishonesty coverage, including theft of client property with limits of at least \$20,000.
- (f) Environmental Liability with limits of at least \$1,000,000 may be required if the services performed involve hazardous materials.
- (g) Professional Liability with limits of \$1,000,000 may be required if the services include the provision of professional services.
- (h) Railroad Protective Liability: When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by the Contractor and/or its subcontractor(s), the Contractor shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories specified as named insured: i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the State, if not falling within any of the above-listed categories, and (v) any other party with an insurable interest. If such insurance is required, the Contractor shall obtain and submit evidence of the minimum coverage indicated above to the State prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.
- (i) Garage Keepers Legal Liability Coverage: When the Contractor or subcontractor(s) operate parking garages under this Agreement, liability coverage in the amount of five hundred thousand dollars (\$500,000) per occurrence is required, which shall be maintained by the subcontractor(s) actually operating the applicable garage or parking lot.
- (j) Insurance is to be placed with insurers with a current AM Best Rating of no less than A-, VII.
- (k) In conjunction with the above, the Contractor agrees to maintain coverage until the work and/or activities is/are accepted by the State and agrees to furnish to Property Manager a Certificate of Insurance, on a form acceptable to DOT, fully executed by an insurance company or companies satisfactory to DOT, for the insurance policy or policies required

hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

- (l) The Contractor shall include all subcontractors and suppliers as insured under its policies or shall obtain separate certificates of insurance evidencing insurance requirements herein.
- (m) Each required insurance policy shall not be suspended, voided, cancelled or reduced, except after thirty (30) days prior written notice by certified mail has been given to the State. Such notice does not waive any insurance requirements in this Agreement.
- (n) The Contractor shall produce, within five (5) Days, a copy or copies of all applicable insurance policies requested by DOT. In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.
- (o) The Property Manager, the State of Connecticut, and their officers, officials, employees, agents, boards and commissions shall be named as additional insured under the Contractor's and/or subcontractor's insurance policies on a primary, non-contributory basis.
- (p) The Contractor and/or subcontractor shall assume and pay for any and all deductibles in the described insurance policies.
- (q) The Contractor and subcontractors and suppliers shall have no right of recovery or subrogation against the Property Manager or the State and the described insurance shall be primary coverage.
- (r) The Contractor expressly understands and agrees that any insurance coverages and limits furnished by the Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within this Agreement or under applicable laws.

3. Protection of Confidential Information.

- (a) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DOT classifies as "confidential" or "restricted." Confidential Information shall not include information that

may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

- (b) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Contractor, DOT or State.
- (c) Contractor, at its own expense, has a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which it comes to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (d) Contractor shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (e) The Contractor shall immediately notify Property Manager if they become aware of or suspect that any Confidential Information which Contractor or its subcontractors and suppliers have come to possess or control has been subject to a Confidential Information Breach. The Contractor shall provide any further notifications as required by the Property Owner or the Property Manager in connection with a Confidential Information

Breach. In addition, if a Confidential Information Breach has occurred, the Contractor shall, within two (2) business days after the notification, present a credit monitoring and protection plan to Property Manager. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Property Manager, DOT, any State of Connecticut entity or any affected individuals.

- (f) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each subcontractor or supplier to safeguard Confidential Information in the same manner as provided for in this Section.
- (g) Nothing in this Section shall supersede in any manner Contractor's or its subcontractors and suppliers' obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Agreement concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

4. Representations and Warranties.

The Contractor, represents and warrants, on behalf of itself and its members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees, or any of them, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Agreement and have the power and authority to execute, deliver and Perform their obligations under the Agreement;
- (b) they shall comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of

any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Agreement and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the terms of the Agreement;
- (i) to the best of their knowledge, there are no Claims involving Contractor or its subcontractors and suppliers that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement;
- (j) they agree to disclose, to the best of their knowledge, to DOT in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DOT, the ten (10) Days in the section of this Agreement concerning Disclosure of Contractor Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;

(m) they are able to Perform under the Agreement using their own resources or the resources of a party who is not a Contractor;

(n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any subcontractors and suppliers and to require that provision to be included in any contracts and purchase orders with each of its subcontractors and suppliers;

(o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(q) they owe no unemployment compensation contributions;

(r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

(s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

(t) Contractor has vested in the Property Manager plenary authority to bind the Contractor and its subcontractors and suppliers to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Principal Contract and that all appropriate parties shall also provide to DOT, no later than fifteen (15) Days after receiving a request from DOT, such information as DOT may require to evidence, in DOT's sole determination, compliance with this section;

(u) except to the extent modified or abrogated in the Agreement, all Title shall pass to DOT upon complete installation, testing and acceptance of the Goods or Services and payment by DOT;

(v) if the Agreement is terminated, for any reason, they shall relinquish to DOT all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by DOT;

(w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

(x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the commencement date of the Agreement without DOT's prior written consent;

- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) DOT's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that DOT shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to DOT, or afford DOT the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to DOT.

5. Representations and Warranties Concerning Motor Vehicles.

If in the course of Performance or in any other way related to the Agreement the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Agreement, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Agreement, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor who uses or operates a motor vehicle at any time in the Performance of the Agreement shall have and maintain a motor vehicle operator's license or

commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

6. Disclosure of Contractor Litigation.

Contractor shall disclose to the Property Manager, to the best of its knowledge, any Claims involving the Contractor that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement, no later than ten (10) Days after becoming aware or after it should have become aware of any such Claims. Disclosure shall be in writing.

7. Nondiscrimination.

References in this section to "contract" shall mean this "Agreement."

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the

gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability,

including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of Contractor’s commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers and suppliers of materials on such public works projects.
 - (c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. Contractor

shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

8. Executive Orders.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to 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 State shall provide a copy of these orders to the Contractor.

9. Background Checks.

The State may require that the Contractor and its subcontractors and suppliers undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and its subcontractors and suppliers shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

10. Staff Training.

All staff working on the site will be required to obtain and have on them, at all times, the MNRR Roadway Worker Procedure for Contractor Employees/Contractor Safety Training Card which can be obtained on line at <https://contractororientation.com>. Each year, a list is to be provided to Fusco Management with Names, ID # and Expiration Dates for all staff that will be working on site. Failure to have such ID on one's person while working on site, may result in immediate removal from site.

11. Contractor Guarantees. Contractor shall:

- (a) Perform fully under the Agreement;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at DOT's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of the Contractor Parties;

- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual Provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

12. Prequalifications and Right of Removal.

Property Manager and Property Owner reserve the right to prequalify every employee of the Contractor and the subcontractor(s) performing work under this Agreement and the salary classification of each. Property Manager and Property Owner further reserve the right to require removal from the Property of any person or persons employed by the Contractor or subcontractor(s) performing Services under this Agreement who in the opinion of Property Manager or Property Owner has misconducted themselves or is incompetent or negligent in the due and proper Performance of their duties or who neglects or refuses to comply with the requirements of this Agreement.

13. Goods, Standards and Appurtenances.

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Agreement. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Agreement. Where the Agreement does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

14. Delivery

- (a) Delivery shall be made as ordered and in accordance with the Agreement. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement within the appropriate area(s) of the Property. The receiving personnel of Property Owner and Property Manager are not required to assist in this process. The decision of Property Owner or Property Manager as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, Property Owner or Property Manager must first approve a request for extension from the time specified in the Agreement, such extension applying only to the particular item or shipment.

- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of Property Owner unless otherwise stated in the Agreement.
- (d) All risk of loss and damage to the Goods transfers to Property Owner upon Title vesting in Property Owner.

15. Goods Inspection. Property Owner shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Agreement. If any Goods fail in any way to meet the specifications in the Agreement, Property Owner may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

16. Rejected Items/Abandonment

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. In the event the Property Owner provides Property Manager with written notice directing the removal of any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls, the Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for the Contractor and its subcontractors and suppliers, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (a) terminating all of their Title to the Rejected Goods and Contractor Property, (b) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (c) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

- (3) they vest authority, without any further act required on their part or the State’s part, in the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own

property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) Days after the date of invoice; and they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall use reasonable efforts to secure from each subcontractor, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind all subcontractors and suppliers to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than thirty (30) Days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.

17. Audit and Inspection of Plants, Places of Business and Records.

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

(b) The Contractor shall maintain, and shall require each of its subcontractors and suppliers to maintain, accurate and complete Records. The Contractor shall make all of its and its subcontractor's and supplier's Records available at all reasonable hours for audit and inspection by the State and its agents.

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

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

expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any subcontractor or supplier.

18. Exhibits

Contractor agrees to fully comply with all exhibits attached hereto.



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

EXHIBIT F

Title VI Contractor Assurances

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

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

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

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

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

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

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

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

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

EXHIBIT G

Connecticut Department of Transportation



POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.

5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain

(or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

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

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

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of

Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*

- **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

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

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

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

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

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

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

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

Training for DOT Employees

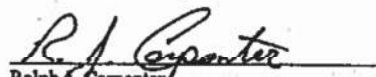
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training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

Important Ethics Reference Materials

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

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

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


Ralph G. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

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

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

EXHIBIT H

March 3, 2009

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 establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that 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 have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage 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 insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

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

d. The general contract provision 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 or 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 limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, 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, indicating 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.

EXHIBIT I

SPECIAL PROVISIONS

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

April, 2010

NOTE: Certain of the requirements and procedures stated in this "Special Provision" are applicable prior to the execution of the Agreement. "Contractor" means "Second Party", "Consultant", "Consulting Engineer" as named in the Agreement.

I. GENERAL

- A. The Contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 4a-60g of the Connecticut General Statutes as revised. **References, throughout this "Special Provision", to "Small Contractor" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions.** The Contractor shall also cooperate with CONNDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Agreement.
- B. For the purpose of this "Special Provision", the "Small Contractor" named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program [(860) 713-5236; <http://www.das.state.ct.us>] as a "Small Contractor" as defined by Section 4a-60g of the Connecticut General Statutes as revised and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CONNDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.
- D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to CONNDOT's initiating unit (i.e. the unit responsible for administering the Agreement) indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:
 1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.
 3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
 4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the Agreement specified or adjusted "Small Contractor" dollar requirements.
 5. Document other special efforts undertaken by the Contractor to meet the defined goal.

- E. Failure of the Contractor to have at least the specified dollar amount of this Agreement performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in the Agreement payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CONNDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Agreement and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Agreement.

II. SPECIFIC REQUIREMENTS

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

- A. Not less than 10 (%) percent of the value of State funded assignments of this contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

If the above percentage is zero (0%) **AND** an asterisk (*) has been entered in the adjacent brackets [], this contract is 100% solely set-aside for participation by "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

- B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of fee proposals, Scope of Work, and Delivery Schedules so as to facilitate the participation of each "Small Contractor".
- C. The Contractor shall provide to the Negotiations Committee, in addition to his fee concurrence letter, the following items stipulated in 1 and 2:

1. Certification (Exhibit I) signed by each named "Small Contractor" [**subcontractor listing a description of the work and**] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$10,000,000.00.
2. A certification of work to be subcontracted (Exhibit I) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated

"Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.

3. **It is the responsibility of the Contractor to ensure that the "Small Contractor" and "Small Contractor Minority Business Enterprises" named are qualified to perform the designated scope of work.**

- D. After the Contractor signs the Agreement, the Contractor will be required to meet with CONNDOT's initiating unit or his/her designee to review the following:
1. What is expected with respect to the "Small Contractor" set aside requirements.
 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CONNDOT's initiating unit indicating the work done by, and the dollars paid to each "Small Contractor" to date.
 4. What is required when a request to sublet to a "Small Contractor" is submitted.

- E. The Contractor shall submit to CONNDOT's initiating unit all requests for subcontractor approvals on standard forms provided by the Department.

If the request for approval is for a "Small Contractor" subcontractor for the purpose of meeting the contract required "Small Contractor" percentage stipulated in Section IIA, a copy of the legal agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted to CONNDOT's initiating unit with an explanation of the change(s). The agreement must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

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

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

III. BROKERING

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

IV. **PRE-AWARD WAIVERS:**

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

1. Information described in Section ID.
2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

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

Stamford Rail Station

