



**REQUEST FOR PROPOSALS
FOR
TICKET VENDING MACHINE SYSTEM
FOR NORWALK TRANSIT DISTRICT**

RFP # 2017-03

INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Norwalk Transit District (the “District”) is a quasi-municipal corporation operating under the authority of Title 7 Chapter 103a of the Connecticut General Statutes. There are two Commissioners who form the Board of Commissioners, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services.

The District is eligible and authorized under state and local law to request, receive, and manage grant funds and to execute and administer grant-funded projects. The District provides a variety of services in support of public transportation in southwest Connecticut.

The Norwalk Transit District (“NTD”) is seeking to engage a qualified and experienced contractor (“Contractor”) to provide a ticket vending machine system (System) for the NTD’s transit services. NTD is issuing this Request for Proposals (RFP) to solicit responsive proposals (“Proposals”) from those interested in being considered for this assignment (“Proposers”).

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

2. SCOPE OF WORK OVERVIEW

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

- A. Ticket Vending Machines (“TVMs”)
- B. Data Collection and Reporting System (“DCRS”)
- C. Project Management
- D. Design (subject to NTD review)
- E. Inspection and Testing
- F. Revenue Service Operations during the Operation and Maintenance Period (as defined in the draft Agreement)
- G. Any Options, set forth in the Scope of Work, exercised by NTD

3. GENERAL INSTRUCTIONS TO PROPOSERS

- A. **Communications and Access to Information:** Questions regarding the RFP must be submitted via e-mail to: lrichards@norwalktransit.com

All RFP questions must be submitted no later than **5 p.m. Eastern Time (E.T.) on August 21, 2017**. Except as may be determined by NTD, no questions will be considered or addressed after this time. Questions will be responded to in writing via Addendum by no later than September 1, 2017.

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

Additional background program information can be found at the NTD website via the following link: www.norwalktransit.com

- B. **Delivery of RFP Responses:** The Proposal shall be in sealed envelopes upon which a clear indication has been made of the RFP reference title, the date and time the Proposal is due, and the name and address of the Proposer. The Price Proposal must be provided in a separate, sealed envelope from the Technical Proposal, as more particularly described below in section 4.
- C. **Signature and Responsible Person(s):** The Proposal shall be signed by an official authorized to bind the Proposer. The Proposal shall also provide the name, title, address, email, and telephone number for individual(s) with authority to negotiate and contractually bind the Proposer, and for those who may be contacted for the purpose of clarifying the information provided.

- D. **Submittal Deadline:** Proposals shall be delivered via courier (e.g., UPS, FedEx) or hand delivery and received no later than **October 25, 2017 at 4:00 p.m.**, E.T. at the following address:

Lori Richards, Procurement and Grants Manager
Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06854

No proposals received after this deadline will be considered.

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

All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

A submission of a proposal will be considered by NTD as constituting a legal offer by the Proposer to perform the required services at the proposed price.

- E. **Copies:** Proposers shall submit four (4) paper copies of the Proposal and one (1) electronic (.pdf) copy on a CD or USB flash drive.
- F. **Pre-Proposal Conference:** A Pre-Proposal Conference will be held by NTD on **Monday, July 31, 2017 at 10:00 a.m.**, to outline the requirements and service standards that the District will expect of the Contractor, as well as to provide the opportunity for questions and explanations. Such Conference will be held in the second floor Conference Room at Norwalk Transit District located at 275 Wilson Avenue, Norwalk, Connecticut 06854. The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference. Attendance at the Pre-Proposal Conference is not mandatory, and is not a condition for final award.

Prospective Proposers are requested to submit written questions to the Procurement and Grants Manager, identified above, in advance of the Pre-Proposal Conference. Responses shall be shared with all prospective Proposers. Prospective Proposers are reminded that any changes to the RFP shall be by written addenda only, and nothing stated at the Pre-Proposal Meeting shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the District.

The District reserves the right to issue addenda to this RFP as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the District's best interest to do so. The District further reserves the right to reject any and all Proposals resulting from this RFP if the District deems that it is in the best interest of the District to do so. The District may elect to make an award of the subject contract as direct result of Proposals received or elect to negotiate with Proposers.

G. Approved Equal:

1. In all cases, materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.
2. Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection.
3. If potential contractors believe that their product is an equal to the product specified, they must submit a written request to NTD in triplicate and this request will be approved or rejected by NTD at least fifteen (15) calendar days prior to the scheduled opening of the proposals. Requests for approved equals must be received by NTD in writing by **no later than August 21, 2017**.
4. Any request for an approved equal must be fully supported with catalog information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the contractor must clearly demonstrate the equality of this product to NTD to determine whether the proposer's product is or is not equal to that specified.
5. Further changes in the specifications will be made by addendum.

H. Procurement and Appeals Process: The District's procurement procedures and appeals process are contained in Attachment D attached hereto and made a part hereof.

I. Funding: Any contract resulting from this request for proposals is subject to a financial assistance contract between NTD, the Federal Transit Administration and the Connecticut Department of Transportation. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

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

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

Proposers agree that the technical portion of their proposals (not including proprietary or pricing information) may be released to other bidders upon announcement of award, if requested by such other bidders.

By responding to this RFP, the proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in

all respects fair and without collusion or fraud. It is further implied that the proposer did not participate in the District's RFP development process, had no knowledge of the specific contents of this RFP prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's proposal preparation.

- K. **Proposal Withdrawal:** The Proposer's authorized representative may, prior to the date and time set as the deadline for receipt of proposals; modify or withdraw a proposal in person or by written or facsimile notice to the official listed in this document. If a proposal is modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received at Norwalk Transit District's office, 275 Wilson Avenue, Norwalk, CT 06854 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposals may not be withdrawn for ninety (90) calendar days.
- L. **Insurance Requirements:** The Contractor will be required to carry, and shall ensure that subcontractor(s) carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of the Contract and those performed for the Contractor by its subcontractors, with NTD being named as an additional insured party, the following minimum insurance coverage's. In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified below, NTD shall also be named as an additional insured.

Commercial General Liability

The Contractor shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in anyone accident or occurrence, and for all damages arising out of injury to or destruction of property in anyone accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

Automobile Liability

The operation of all motor vehicles, including those owned, hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

Railroad Protective Liability

When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by the Contractor and/or its subcontractor(s), the Contractor shall carry, and/or require each subcontractor to carry, Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from

(1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy, period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of- way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, and (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right- of-way, and with NTD, if not falling within any of the above-listed categories, also named as an insured party. If such insurance is required, the Contractor shall obtain and submit evidence of the minimum coverage indicated above to NTD 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 NTD.

Workers' Compensation Insurance

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

Certificate of Insurance

In conjunction with the above, the Contractor agrees to furnish to NTD a Certificate of Insurance fully executed by an insurance company or companies satisfactory to NTD/State for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

M. **Reserved.**

N. **Required Certifications:** The Proposer must submit the completed and signed certifications shown in Attachment E. Failure to submit the certifications will result in the proposal not being evaluated.

O. **RFP Timelines:**

RFP Release Date	Monday, July 10, 2017
Pre-Proposal Conference	Monday, July 31, 2017, 10:00 a.m.
Questions/Approved Equals Due	Monday, August 21, 2017, 5:00 p.m.
Final Addendum	Wednesday, September 18, 2017, 5:00 p.m.

Proposal Due	Wednesday, October 25, 2017, 4:00 p.m.
Proposal Summary / Intent to Award Date	Wednesday, November 8, 2017
Protest Period Ends	Wednesday, November 15, 2017
Contract Award	Thursday, November 16, 2017

4. PROPOSAL SUBMISSION REQUIREMENTS

Proposers must submit a Technical Proposal and a Price Proposal.

Technical Proposal

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

- A. Cover Letter (1 page)
- B. Identification of the Proposer entity. If a corporation, limited partnership, or limited liability company, the Proposer must submit a current corporate, partnership, or company record print-out from Secretary of State’s Office (not counted toward page count). Please note that the Contractor will be required to be registered to do business in the State of Connecticut as of the date of Notice to Proceed.
- C. Description of the project team, including a brief profile of the persons responsible for performing the work under the Agreement:
 - 1) Organizational chart.
 - 2) Resumes for key personnel (maximum of two (2) pages per person and not included in the twenty (20) page limit)
 - 3) Identification of proposed subcontractor(s) on the project team and what duties will be subcontracted.
- D. Narrative detailing the Proposer’s ability to comply with the Scope of Work and the requirements in the draft Agreement. Include any elements of its Proposal that exceed the requirements, or provide enhancements to the System beyond those identified in the Scope of Work (“Value Elements”).
- E. A brief description for up to five (5) similar, completed, or on-going TVM production and Operations & Maintenance (O&M) services performed by the Proposer, limited to one (1) page each, not included in the page count, including client contact information for each.

Price Proposal

Proposers must provide pricing using the Price Proposal Form attached as Attachment A to these Instructions to Proposers. The Proposer must submit the completed Price Proposal Form in

a sealed envelope labeled, “PRICE PROPOSAL” separate from the Technical Proposal portion of its Proposal.

5. EVALUATION CRITERIA

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

- Technical Proposal 65%
- Price Proposal 35%.

Technical Evaluation

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

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

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

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

Financial Evaluation

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

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

Total Score

“Total Score” = Price Score + Technical Score

NTD will select the Proposer with the highest Total Score on the basis of the above criteria and calculations and enter the next stage of the process as defined in this document and as determined to be in its best interest.

EVALUATION Based upon the results of the scoring NTD may seek clarifications from all offerors in the competitive range. The competitive range shall include all offers receiving both a minimum score of 80 points in the technical evaluation AND, in sole discretion of the procurement officer, achieving a technical score high enough to remain under consideration for award when ranked with other offers received. This is not a strict mathematical formula and may not be challenged on that basis except in the case of obvious arithmetic errors. At the conclusion of the technical evaluation, the sealed Cost Proposal Forms will be opened by a responsible procurement officer. The procurement officer will coordinate the price ranking of the proposals. The ranking of the Cost Proposal Forms and the forms themselves will be provided to the evaluation committee after the completion of the technical evaluation. The evaluation committee will then begin its overall evaluation of proposals in order to make a determination of the Proposer(s) whose proposal offers the overall best value. The committee will follow the procedures outlined below to make its determination of best value. If the Proposer with the highest technical score is also the Proposer with the lowest price, then this Proposer's proposal represents the best value and NTD may award to this Proposer. However, if the Proposer with the highest technical score is not also the Proposer with the lowest price then the evaluation committee will compare proposals in a series of paired comparisons. In comparing two proposals, if one proposal has both a higher technical score and the lower price, then NTD will consider that proposal to be a better value. If one proposal has the higher technical score, but a higher price than the other proposal, then the evaluation committee will determine if the difference in the technical proposal is worth the difference

in price. If the evaluation committee decides that the better technical proposal is worth the higher price, then NTD will consider the Proposer with the better technical proposal and the higher price to be the better overall value. If NTD decides that the better technical proposal is not worth the higher price, then NTD will consider the Proposer with the lower technical proposal score and the lower price to be the better value. The evaluation committee will continue to make paired comparisons until it has identified the Proposer(s) whose proposal represents the best overall value.

Oral Presentations: NTD may, at its discretion, request oral and/or written clarifications, or conduct oral and/or written discussions with some or all Proposers from the date of RFP closing to the time of issuance of the Notice of Intent to Award. NTD reserves the right to make contract award without requesting clarification and/or discussions. Therefore, each initial proposal shall contain the Proposer's best terms from a price and technical standpoint.

Best and Final Offer: NTD reserves the right to request clarifications and request a best and final offer (BAFO) from each Proposer within the competitive range. However, NTD reserves the right to make award based exclusively on the submitted proposals without seeking a BAFO.

Post Award Negotiations: After the Notice of Intent to Award has been issued, NTD and the successful proposer may conduct good faith negotiations to address non-material aspects of the resulting contract. Should NTD be unable to negotiate a contract with the successful offeror, negotiations will be formally terminated. NTD may then initiate negotiations with the second highest ranked proposer. This process will continue until an agreement is reached.

In the event NTD receives a single proposal, NTD has the right to request cost elements from the Contractor.

6. CONDITIONS OF PROPOSALS

A. All Proposers shall adhere to the following conditions:

- 1) Conformance with statutes - Any Agreement executed as a result of this RFP shall be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- 2) Ownership of Proposals - All Proposals in response to this RFP are to be the sole property of NTD, and subject to the provisions of Section 1-210 of the Connecticut General Statutes (Re: Freedom of Information).
- 3) Oral agreements- Any alleged oral agreements or arrangements made by a Proposer with any agency or employee will be superseded by the written Agreement.

- 4) Amending or canceling requests - NTD reserves the right to amend or cancel this RFP prior to or after the submittal deadline, if it is in the best interests of the NTD, as determined by NTD in its sole discretion.
- 5) Rejection for default or misrepresentation - NTD reserves the right to reject the Proposal if the Proposer is in default of any prior contract or for misrepresentation in its Proposal.
- 6) Rejection for substantial incompleteness - NTD reserves the right to reject without evaluating and scoring the Proposal of any Proposer which is substantially incomplete.
- 7) NTD's clerical errors - NTD reserves the right to correct inaccuracies resulting from its clerical errors in this RFP.
- 8) Rejection of qualified proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.
- 9) Changes to Proposal- No additions or changes to the original Proposal will be allowed after submittal. While changes are not permitted, clarification at the request of NTD may be required at the Proposer's expense.
- 10) Collusion - By responding, the Proposer represents that its Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. The Proposer further represents that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the Proposer's Proposal preparation.

B. Rights reserved to NTD:

- 1) NTD reserves the right to award in part, to reject any and all Proposals in whole or in part, and to waive defects, irregularities, and omissions if, in its sole judgment, the best interest of the NTD will be served.
- 2) NTD reserves the right to schedule interviews with any or all Proposers after review of Proposals.
- 3) NTD reserves the right to modify, add to, or delete terms or conditions addressed in this RFP at any time during the selection process and/or the negotiation process, when it is deemed by NTD to be in its best interest to do so.
- 4) NTD reserves the right to:
 - i. Award the Agreement to the Proposer with the highest Total Score identified in the "Evaluation Criteria" section;
 - ii. Negotiate a final Agreement with that highest scoring Proposer if, in the NTD's sole discretion, negotiations are necessary;
 - iii. Enter negotiations with the second highest scoring Proposer if NTD cannot reach agreement with that highest scoring Proposer; or

- iv. Repeat this process, if necessary, with other Proposers.
- v. Cancel this process and/or initiate to new RFP process.
- vi. Correct any inconsistencies, ambiguities, or errors that may exist in the Scope of Work or draft Agreement and to clarify Agreement terms, including technical requirements, if any such changes are needed or desired by NTD.

7. STANDARD RFP TERMS AND CONDITIONS

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

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

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

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

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

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

Attachment A

Price Proposal Form

**NTD Ticket Vending Machine System
Price Proposal Form 1
Base System and Options**

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

* LS = Lump Sum

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

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

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

** Contractor to include TVM installation costs as part of Options. For the purposes of submitting the Price Proposal, assume TVMs installed at NTD Hub and SONO Rail station, SONO Collection Mall.

**NORWALK TRANSIT DISTRICT
TICKET VENDING MACHINE SYSTEM**

RFP # 2017-03

ATTACHMENT B

Ticket Vending Machine System

Scope of Work

JULY 10, 2017

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TICKET VENDING MACHINE SYSTEM

Part 1 - GENERAL

1. SUMMARY

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

2. REFERENCES

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

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

3. SUBMITTALS BY THE CONTRACTOR

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

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

C. CDRL - As-Built Submittals:

- 1. Shop Drawings: The Contractor shall submit to NTD two (2) complete sets of as-built shop drawings including connection diagrams for interfacing equipment, list of connected equipment, and layout of major equipment components prior

to completion of Factory Acceptance Test (“FAT”) as defined in Part 2, section 3.C.

2. Record Drawings: During construction, the Contractor shall maintain record drawings indicating location of equipment and wiring. The Contractor shall submit to NTD an electronic version of record drawings prior to completion of the 30-Day Operational Test.

D. CDRL Verification Submittals:

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

E. Training Submittals:

1. Outlines: The Contractor shall provide to NTD the training program plan and draft manual outlines prior to the FAT.
2. Draft Materials: The Contractor shall provide to NTD draft training materials and manuals at least three (3) months prior to System installation.

3. Training: The Contractor shall conduct two (2) of each training course for NTD and Service Provider staff on the DCRS and TVM servicing prior to the 30- Day Operational Test.
4. Final Materials: The Contractor shall provide final training materials and manuals to NTD prior to completion of 30-Day Operational Test.

4. SYSTEMS DESCRIPTION

- A. The design shall provide for TVMs and related back office equipment in the quantities and locations shown in the TVM Installation Layout table set forth in Part 5, section 3.
- B. Design Requirements – Overall System
 1. TVMs shall be capable of dispensing passes compatible with the NTD bus fare collection equipment for a seamless System for customers to use one type of fare media.
 2. Data shall be stored in a relational database (e.g. Oracle, Structured Query Language (SQL)) to allow for ease of reporting and combining revenue and maintenance data for the entire System.
 3. Equipment shall be modular in design to permit rapid field replacement of malfunctioning modules as field replaceable units. Assemblies and components that perform identical functions within the System shall be mechanically and electrically interchangeable. All interchangeable modules, components and boards shall be mechanically keyed in a manner that makes it impossible to insert any such module, component or board into locations other than its correct location on the proper chassis. Modular parts, components, and assemblies shall be serialized and clearly marked.
 4. All System equipment shall be designed to require only simple and minimal scheduled and unscheduled maintenance tasks. For ease of service, all electrical connections between components and subassemblies shall be established by means of connectors, to allow for rapid removal of a component and/or subassembly from the TVM. Plug-in connections shall be made simply, quickly and securely and shall be equipped with strain relief to prevent damage to cables and connectors.
 5. TVM software logic shall include diagnostic capability to identify defective modules.
 6. Fare Tables
 - a. Internally stored fare tables shall be sized with at least 110% of the sufficient space for issuing **NTD** tickets.
 - b. The System shall simultaneously be capable of handling **NTD** fare and discount types. For reconciliation purposes, fare media value shall be stored and reportable in the DCRS by line.
 - c. The TVM application software shall be designed to accommodate any fare structure as a configuration item. The fare table shall also be developed so

it will allow reconfiguration to a flat fare, a zone or a distance based, time based, trip based fare system. The fare matrix used shall allow for a seamless conversion to any type of fare system and shall have no impact on the operation of the TVM software or the customer.

- d. Once new fare tables are created on the DCRS, it shall be possible to batch download the new fare table(s) from the DCRS to all TVMs or designated groups of TVMs via the data communications link without the need to manually select individual TVMs for update. New fare tables shall also be transferable onto a Solid-State Memory Module (SSMM) or other removable storage media, which can then be loaded into the TVM by a Contractor service technician. Once fare tables are downloaded into the TVM, the new fare table shall be activated automatically in the TVM at the specified date/time as determined by NTD.

7. Reserved

8. Reserved

9. Future Modular Requirements

- a. Allowances shall be made to allow for future upgrades of the System equipment.
- b. The TVMs shall have the following provisions for future changes:
 - 1) Available space on the front panel for future mounting of:
 - a) A smart card reader or other interface device;
 - b) An Automated Teller Machine (ATM) style camera.
 - 2) Available space on the roof of the TVM/lightbox for mounting and routing cable to a cellular antenna
 - 3) Available space above the return bin for an Amtrak/airline style ticket pass and issuing unit.
 - 4) Sufficient open Central Processing Unit (CPU) Universal Serial Bus (USB) ports, three (3) minimum, and power for the above functionality.
 - 5) Available CPU memory and drive space to support the above functionality.

C. Design Requirements – TVM

1. The overall dimension of an installed TVM (including pedestal and top cap) shall not exceed eighty (80) inches in height by thirty-six (36) inches in width by twenty-four (24) inches in depth. The top of the TVM shall slope at least five (5) degrees downward and to the rear of the TVM to prevent any accumulation of rain.
2. TVMs shall be designed to operate in both unsheltered and sheltered locations.
3. Each TVM shall be capable of printing and issuing different tickets, passes, cards, and in the future, smart cards, Radio Frequency Identification (RFID) cards or a

- combination thereof from within the same housing.
4. TVMs shall sell the fare media required to support fares that may include flat fare, distance-based fares, zone-based fares, time-based fares, period passes, numerous reduced fares (e.g. senior, student, etc.) Each fare table shall have a capacity of at least 100,000 entries, where an entry in the fare table provides all configuration data corresponding to a ticket type/origin/destination selectable by customers.
 5. At a minimum, each TVM shall initially consist of the following components:
 - a. Bill processing unit;
 - b. Coin processing unit;
 - c. Credit/debit card processing unit with Personal Identification Number (PIN) pad;
 - d. Customer Interface Display (as defined in Part 2, section 1(l));
 - e. Ticket and pass issuing unit;
 - f. Printer;
 - g. Return bin;
 - h. Key pad and function keys;
 - i. Receipt issuing unit;
 - j. Power supply;
 - k. CPU; and
 - l. Network switch.
 6. Each TVM shall be configured for functionality to be modified remotely. This shall include: the ticket to be printed, maximum change returned, fares associated with each button, bank notes accepted and the Customer Interface Display.
 7. The TVM shall have a clearly visible indication to both the customer and NTD representatives of a condition(s) that the TVM is inoperative. If a limited operation is available the TVM shall display what functions are operable such as 'CASH ONLY, NO CREDIT/DEBIT'.
 8. After payment is received for the fare of a selected ticket, the TVM shall print appropriate sales data on the ticket.
 9. Power provided in the stations for the TVM's will be 120 (+10% to -20%) volts alternating current (VAC), 60 (+1 to -3) hertz (Hz), 15 amperes (amp), single-phase circuits, with electrical ground wire and a separate equipment earth ground.
 10. All TVMs shall be connected to the DCRS. The DCRS shall provide automatic monitoring and control of all TVMs in the train stations and other ancillary System equipment. Data systems shall be turn-key and contain all collection and reporting systems. Data communications will be provided via fiber optic cable. Termination of fiber optic cable inside TVM will be by Contractor.
 11. As an option, NTD may require the Contractor to provide wireless connectivity to TVMs. If this option is executed, the Contractor shall provide, operate and

maintain the wireless connection to the DCRS. The Contractor may utilize a third-party provider, but NTD will at no point interact with this third-party. Specific failure modes by a third-party wireless provider may be excluded from reliability and availability calculations; the Contractor must list and justify these failure modes in its proposal as being outside their control. At the end of the Operation and Maintenance period, NTD shall have the option of contracting directly with the third-party wireless provider.

12. All System equipment shall be capable of being monitored by a Supervisory Control and Data Acquisition (SCADA) system. The TVM shall provide one (1) SCADA output for tampering and one for repair/servicing required.

D. Performance Requirements – TVM

1. The customer interface with the TVM shall be at the front of the machine and be a customer-friendly, cleanly designed machine. All customer interface openings shall be designed to prevent unauthorized access and will be well lit.
2. All customer interfaces, coin slots, bill slots, ticket slots, and return bins shall be compliant with the ADA-AG. The TVM shall have raised lines and numbering to guide the transaction for visually-impaired customers, allowing them to make choices regarding language, zones, type and quantity of tickets and to cancel transactions.
3. All hardware, firmware and software utilized in this System must support the ability to be routinely patched and updated, at no cost to NTD, as releases are available. The entire System must support NTD approved virus protection software. Documented vendor validation of all updates shall be required within thirty (30) days of a third-party's patch release.
4. Instructional graphics shall be contained on the front panel of the TVM to clearly indicate each step a customer must follow to choose and purchase a ticket or tickets. Information on fare rates, and other services as defined by NTD shall also be contained on the front panel behind polycarbonate screens. The sequence of steps shall be clearly indicated by the use of graphics and symbols meeting ADA requirements. Conceptual designs of the TVM instructions and related graphics shall be submitted for review and approval by NTD as part of the PDR phase. Sign frames will also be capable of being attached to the exterior of the TVM on both sides.
5. All displays on the exterior of the TVM are to be protected by shatter-resistant, polycarbonate covers or other means as approved by NTD. Any push buttons function keys, and numeric keys on the exterior of the TVM shall be metal and shall not be removable from the exterior of the machine, subject to NTD's approval. Polycarbonate protected areas shall be provided for NTD to place branding, schedule and fare information.
6. A conceptual description of the function, configuration, and arrangement of the exterior shall be submitted to NTD for review and approval as part of the PDR phase.

7. The equipment finish, graphics panels and all surfaces, including lettering, maps and other information displayed on the equipment, shall be resistant to ultraviolet radiation and air-borne contaminants.
8. The TVM shall accept all United States' (U.S.) coins (except pennies), bills (up to \$100, except \$2 bills), debit card, credit card as described later in this specification.
9. All TVMs shall be capable of dispensing NTD approved compatible ticket stock as a fare product. At least two (2) types of ticket stock are expected: short-term and long-term.
10. Passengers may purchase multiple tickets in a single TVM transaction. The customer shall be able to change any selection up to the moment when the first coin, bill or card is detected. It shall be possible for the passenger to cancel up to the moment before final payment has been made.
11. Each TVM shall provide audio and visual output of messages and instructions. Selection between a minimum of four (4) languages will be supported. The TVM, as delivered, shall support audio and text in English and Spanish. NTD shall be provided instructions for adding text/audio for an additional two (2) languages at a later date. The TVM shall default to no audible language, unless user requested.
12. The TVM shall emit a distinctive tone each time a button is pressed and additional input is required to complete the transaction.
13. The TVM shall issue change if excess payment is made. If a transaction is canceled or aborted the TVM shall refund value deposited.
14. Issuance of transaction receipts shall be a configurable item. If enabled, transaction receipts shall be provided upon customer request. Quantity of receipt media is to be at least 200% of that required for a single day's transactions.
15. Accounting data shall be registered, stored and sent to the back office via the network connection.
16. The TVM shall accumulate and summarize data to enable an audit of transactions occurring between coin and/or bill vault replacements. This applies to bill vaults, coin vaults, supplemental coin hoppers and supplemental bill vaults. The TVM shall generate and imprint an audit ticket with this data and with the identification (ID) of the proximity card used to unlock the TVM front panel. The audit ticket shall be suitable for purposes of financial audit. The TVM will automatically generate the serial identification number of the removed vault either during removal or immediately following removal and before the replacement vault is inserted; this information shall be immediately transmitted to the DCRS.
17. Each TVM shall be equipped with an alarm system, which shall monitor TVM security conditions and report them to the DCRS. The alarm system shall be equipped with an electronic siren capable of emitting a sound level of at least 110 A-weighted decibels (dB(A)) measured at a distance of three (3) feet with

the door open. This siren shall sound whenever unauthorized entry is detected and whenever severe impacts are detected. In addition, a silent, internal momentary contact switch, hidden inside the TVM but readily accessible, shall permit an authorized technician to trigger a silent alarm. The siren shall only be silenced by a remote DCRS reset, scanning of a valid contactless identification (ID) or removing power. When activated, this switch shall cause the TVM to notify the DCRS, but not activate the siren. Upon detection of an intrusion as described above, the DCRS will send an automatically generated e-mail or text message to an established distribution list giving the level of warning, location, machine, time and date of the detected intrusion.

18. Each TVM shall normally be ready to respond to a customer selection when it is in the idle condition. If the TVM is not ready, for all designed functions, it shall respond in the limited operation mode that is suitable for the TVM's current condition; otherwise an out-of-service notice shall be presented to the customer. If the TVM cannot illuminate the Customer Interface Display screen the unit shall default to a totally blank non-operative display.
19. A programmable display screen and push buttons shall be provided for customers to complete a transaction. The TVM Customer Interface Display shall direct the customer through the steps of the transaction with the customer's inputs being entered through push buttons and/or a touch screen.
20. Response Time
 - a. Each TVM shall have the ability to default to a "sleep mode" of operation, with 'time of day sleep mode enabled' and 'inactivity period' as configurable DCRS items. Button interaction or card/cash insertion shall restore the TVM to full operation within three (3) seconds. The TVM may take longer than three (3) seconds to achieve full display screen brightness.
 - b. All single fare ticket transactions involving cash, credit or debit cards shall be completed within ten (10) seconds of final payment being completed, i.e., final cash equal to or above the price for the ticket being purchased, or acknowledgement of the credit/debit transaction from the third party clearing house. For multi-fare purchases, each additional fare transaction shall be completed within five (5) seconds.
 - c. Banknote insertion and processing time shall be under five (5) seconds. Banknote first-pass acceptance shall be over 95%.
 - d. An experienced/practiced user should be able to complete selection and be prompted for payment within ten (10) seconds. For demonstration purposes, this individual may be a Contractor employee.
 - e. The Bank Card Processor ("BCP") shall be capable of completing a bankcard transaction in ten (10) seconds or less, when financial institution authorization is provided within five (5) seconds.
21. The customer shall not have to declare the transaction payment type (i.e., cash or credit). However, payment types shall be mutually exclusive; that is, each

- transaction shall only be by cash or bank card. Once payment equal to or exceeding the amount due is inserted into the TVM, the coin and bill slots shall close.
22. When failures occur during a transaction, the TVM shall make every attempt to complete the transaction or return all deposited funds and, if necessary, provide a printed voucher, or if the TVM is out-of-stock of print media, display the voucher information on the screen.
 23. The TVM shall be configurable to accept credit/debit transactions when the connection to the back-office is off line.
 24. The maximum frequency and total value of an individual card transaction over a specific time period shall be configurable. The type and maximum value of “off line” transactions shall also be configurable, but be set to \$0 by default.
 25. In the event of a TVM failure during a credit card transaction, the transaction shall be reversed as part of the cancellation process, and the charge voided and not reconciled.
 26. Debit card transactions that result in a failure to dispense fare media shall be reversed.
 27. The TVM shall continue to operate in a limited capacity in the event of a failure of one or more components; assuming that the failure poses no risk of further damage to the TVM or its components. The TVM shall remain in service as long as it is capable of vending tickets. Whenever possible, the TVM shall remain in service even if multiple failures occur; for example, it shall be possible for the TVM to simultaneously be in both “No Coins Accepted: or credit/debit only mode and “Exact Fare Only” mode. Only the failure of those components necessary to vend tickets (e.g. ticket and pass issuing unit, CPU, power supply, customer keyboard) or a combined failure of the cash and credit systems shall cause the TVM to go out of service.
 28. Upon power loss, the TVM shall shutdown without corruption of application software, application data or completed transaction data. Transaction data stored in the TVM will be maintained for a minimum of ten (10) days following an unrestored loss of primary power.
 29. Faults shall be self-diagnosing and reported by event with detailed error codes. Maintenance information shall be retained at the TVM and also sent to the DCRS.
 30. Diagnostic software shall be furnished for testing and troubleshooting of all TVM functions. TVM application software shall include all software packages necessary for real-time TVM diagnostics and accounting and registration communications between the TVMs and the DCRS.

31. The System shall employ standard communications interfaces and protocols between the station equipment and the DCRS.
 32. Access Control
 - a. Access to the equipment by authorized personnel shall be provided without undue delay.
 - b. A proximity card device will be used to uniquely identify anyone attempting to open the TVM.
 - c. All TVM generated alarms, i.e., due to intrusion, loss of power, or maintenance required, shall be sent to the DCRS and prioritized for level of attention and then displayed.
- E. Performance Requirements – Optional Wireless Connectivity
1. As an option, the Contractor shall provide wireless connectivity from the TVMs to the DCRS via cellular service or some other proven method to be approved by NTD.
- F. Design Requirements – Back Office Processing
1. The DCRS software shall provide an interface between the TVMs and users for all TVM configurations, troubleshooting and reporting functions. All revenue data shall be consolidated into report formats that are to be approved by NTD.
 2. Other “back office” equipment may include high-speed ticket encoders, receipt printers, communications interface equipment, servers, test/verification equipment, other ancillary equipment for power conditioning, communications, and spare parts, etc. Devices’ design, inclusion and function are subject to NTD approval. Wherever possible, Contractor should attempt to use commodity third-party host hardware and virtual machines. Any hardware required under this contract will be operated and maintained by Contractor during the Operation and Maintenance Period. Following the Contractor Operation and Maintenance Period, this hardware will remain the property of Contractor.
 3. Data concentrators (i.e., equipment, excluding routers and switches, used to collect transaction data from a number of devices at one (1) location for transmission to the DCRS) are only allowed with prior NTD approval.
 4. At least three (3) sets of fare tables, one (1) current and an additional two (2) future, shall be maintained at the DCRS and downloaded to the TVMs at times as requested by NTD.
 5. Back-up data shall be maintained within TVMs for a minimum of ten (10) days or until successful transfer has been achieved between the TVM and the DCRS.
 6. All fare products defined by NTD fare policies shall be accommodated. NTD, at its discretion, may modify the fare structure, and the Contractor shall implement the new fare structure. Fare tables will be developed within the DCRS and transmitted to all fare system equipment.

7. A separate NTD approved third party clearing house server shall be provided for credit and debit charge processing.
8. Through the Operation and Maintenance Period, including any extensions thereto, all back office servers are to be maintained by the Contractor at an approved third party location. Upon expiration of the Operation and Maintenance Period, including any extensions thereto, all licenses and third party agreements shall be transferred to NTD if requested.
9. The Contractor shall mitigate and correct any compatibility issues within the System, including but not limited to such items as the use of third party clearing houses.

G. Environmental Conditions

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

H. Technology Standards

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

5. QUALITY ASSURANCE

- A. Equipment and materials used shall be standard components that are manufactured and available for purchase as standard replacement parts for a minimum of five (5) - years after the parts are commercially available from the manufacturer.
- B. All manufactured products shall be thoroughly tested and have been proven in transit service for a minimum of three (3) years.
- C. All equipment and material shall be standard products of manufacturers regularly engaged in the production of TVM system equipment and material, and shall conform to the standards specified in the related sections in this Scope of Work.
- D. TVMs shall be identical to or derived from designs that are service-proven in an operating environment equal to or more severe than will be experienced in the NTD service area.
- E. The Contractor shall repair or replace without charge, manufactured products defective in material or workmanship during the Operation and Maintenance Period.

PART 2 - PRODUCTS

1. MATERIALS

- A. Fare Media/Ticket Stock
 - 1. NTD-provided ticket stock may be pre-cut (stacked), roll or fan-fold. Plain paper ticket stock will be only used for vouchers, receipts and audit reports. All other printing of passes/tickets shall use appropriate agency-approved stock. Audit report and receipt stock may be unprinted paper.
 - 2. Ticket stock shall accommodate all fare options. These may include single-trip, round-trip, and multi-trip tickets, as well as day passes, weekly passes, monthly passes, timed-passes and stored-value media. The stock shall accommodate QR-code or barcode printing for interchange with other services, as will be defined at Notice to Proceed (NTP).
 - 3. Tickets shall be vended on pre-printed ticket stock.
- B. Coin Processing
 - 1. Each TVM shall be equipped with a coin processing unit, consisting of the following coin handling modules: a coin acceptor/verifier, recirculation unit, supplemental change units, a coin vault and a chassis with its associated wiring and electronic devices.
 - 2. The coin processing unit shall accept U.S. nickel (\$.05), dime (\$.10), quarter (\$.25), half-dollar (\$.50), post-1978 dollar (\$1.00) coins, and provide change in the fewest number of U.S. coins as required. Each coin processing unit shall include coin recirculation and provide supplemental change units.
 - 3. The TVM shall reject coins, slugs, and objects other than the above coins and

return them to the user. The coin acceptor shall have a verifiable adjustment of its tolerance to accept coins; the adjustment shall be controllable by NTD representatives without outside technical support.

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

C. Bill Note Recycler

1. Each TVM shall be equipped with a bill/note recycling unit, consisting of the following bill handling modules: bill validator, bill dispenser/recycler, bill loader, bill escrow module, bill vault, and a chassis with its associated wiring and electronic devices. The validator and dispenser may be one (1) module.
2. Each unit shall accept at least twelve (12) different types of U.S. bank notes

inserted in any of the four (4) possible length-wise orientations. The bill-processing unit shall be capable of accepting each current variant of one, five, ten, and twenty dollar bills and store all currency that is accepted once the TVM has begun processing a ticket. Two dollar (\$2.00) bills are not required to be accepted due to the limited circulation of this bill. A capability for accepting \$50 and \$100 bills is desired for future operational flexibility, but this capability must be able to be enabled or disabled by NTD.

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

D. Credit/Debit Card Processing

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

E. Ticket and Pass Issuing Unit

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

F. Printing Unit

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

information to be printed, print location, orientation, size and font, number of tickets per transaction and per cut (such as the size of strips when multiple tickets are sold), and encoding information shall be controlled by programmable software and the required print file shall be capable of being downloaded to the TVMs from the DCRS.

4. If enabled by NTD through the DCRS configuration, upon customer request a receipt shall be printed containing the same information as printed on the ticket. Blank stock shall be used for this receipt.
5. Upon authorized technician request, the TVM shall produce audit tickets. At a minimum, the following audit tickets shall be provided:
 - a. Re-circulating coin replenishment;
 - b. Coin vault removal/insertion;
 - c. Coin hopper removal/insertion;
 - d. Bill vault removal/insertion;
 - e. Recovered money inserted;
 - f. TVM current status;
 - g. TVM revenue status;
 - h. TVM daily sales history; and
 - i. TVM diagnostics.

G. Return Bin

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

H. TVM CPU

1. The CPU for the TVM shall be rated to meet the anticipated internal TVM environmental characteristics.
2. Equipped with at least three (3) USB ports or other approved computer access

allowing service personnel to download statistical information manually and to allow for future upgrades.

3. The program controlling the TVM functions shall process all fare transactions, alarms and service requests with sufficient speed so that normal business activities are not impacted by delays attributable to slowness of the TVM processor.
 4. Local storage capacity shall be sufficiently large to store a minimum of ten (10) days of data related to transactions, alarms, service requests, and such other information as NTD may require. Sales and configuration data shall also be backed up to a separate solid-state device.
 5. Components of the CPU shall be heavy duty items, commercially available from more than a single source.
- I. Customer Interface Display
1. A trans-reflective, back-lit liquid crystal display (LCD), or functionally equivalent screen bearing simple, basic instructions shall sequentially instruct the customer as to the purchase of any ticket or pass available for sale by the TVM.
 2. Displays must be fully legible in bright sunlight and shall provide a viewing angle of least 45° from perpendicular in all directions.
 3. The display shall use dark characters on a light background. Characters shall be at least 0.75 inches tall and be of sufficient contrast to make them easily readable in all ambient light conditions.
 4. Context-sensitive ADA compliant voice messages shall provide the information shown on the display or otherwise conveyed through the TVM.
- J. Lighting
1. The TVM shall be equipped with an illumination unit that shall illuminate the front of the TVM when the ambient light conditions are low; a photoelectric eye shall control this light.
 2. There shall be a light inside the TVM cabinet to aid maintenance and service personnel, and it shall illuminate each time the cabinet door is opened.
 3. Each TVM shall include a yellow status indicator visible from the front of the machine which will blink to indicate a malfunction.
- K. TVM Cabinet
1. All enclosures shall be corrosion resistant utilizing National Electrical Manufacturers Association (NEMA)-4X enclosures, painting, or other coating. Exterior devices (bill acceptor, pin pad, etc.) shall be sealed to the cabinet in such a manner that the seal (but not necessarily the device) also meets NEMA-4. Devices shall be affixed to the TVM cabinet in a fashion which prevents tampering with the door closed.
 2. All enclosures will be U.S.-based UL certified. The UL certification must be clearly visible and affixed on the enclosure by the manufacturer and/or installer.
 3. The System equipment shall be capable of being anchored into locations other

than station platforms, such as building floors, mezzanine floors, and on concrete slabs and a stand-alone base.

4. Contractor shall securely install and anchor the System equipment into the station platforms (a minimum of six (6) inches deep) using approved stainless steel drop-in anchors.
5. TVM pedestals shall be interchangeable among all of the TVMs supplied. At the point of connection, the pedestal shall be flush with the TVM. The TVM shall be ADA compliant with a minimal height pedestal. Where multiple machines are at one location, some machines may be raised approximately 20 inches to provide a better user experience for median height customers.
6. The TVM shall have a heating unit installed, sufficient to ensure card stock and equipment condition.
7. The TVM cabinets shall form an integrated structure capable of resisting, without permanent deformation, fatigue, failure, or undue wear, and other stresses inherent in the type of service for which this equipment is intended including 200 lbs./ft.² applied horizontally in any direction at the top of the machine cabinet.
8. The open TVM door hinges shall be able to withstand a concentrated vertical force of one-hundred and fifty (150) pounds applied at the extreme outer edge of the door without causing damage or deformation of any part of the door or TVM cabinet. When opened, the cabinet shall be designed to eliminate external environmental conditions from entering into the cabinet, i.e. rain.
9. Except for plastic panels and covers, the System equipment shall resist without damage a kick or punch resulting in a concentrated load of 200 lbs./in.² while the equipment is operating and outer door is secured.
10. System equipment, including all its installed components, shall remain in operation and survive vibration of 0.6g, 5 to 60 Hz along each of three (3) mutually perpendicular axes.
11. The TVM cabinets shall be completely unitized. All sections (excluding the leveling pedestal and light fixture) shall be suitably welded together.
12. All System equipment shall be so arranged to distribute the equipment weight over the mounting base evenly. Equipment and System components requiring frequent inspection, maintenance or adjustment shall be readily accessible and replaceable.
13. The mounting base and housing shall be incorporated into the unitized cabinet so that maximum use of metal consistent with good engineering practices can be obtained incorporating high-strength, low weight features, and so that all System equipment is able to be installed on a fully interchangeable basis.
14. All cabling and conduits shall be properly labeled and sealed.

L. Keys and Locks

1. Controlled key locks shall be furnished to implement a minimum of three (3) levels of security. The locks to each access on any TVM shall be keyed differently

according to function. However, all TVMs shall be keyed alike for maintenance and revenue servicing. The levels defining the hierarchy of access are:

Level A = MAINTENANCE CREW AND ADMINISTRATIVE PERSONNEL

Level B = REVENUE SERVICE CREW

Level C = MONEY PROCESSING CREW AT REVENUE FACILITY

2. Access to each TVM shall be by a high security lock designed to minimize vandalism and theft. All locks shall be flush mounted.
3. All keys shall be secured and logged by the Contractor.
4. The Contractor shall provide the capability to have different sets of TVMs keyed differently.
5. Access and security methods may be proposed by the Contractor prior to or as part of the PDR phase, and are subject to NTD's review and approval.

M. TVM Power Supply

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

N. TVM Computerized Access

1. The TVM shall be programmed with individual codes and corresponding security codes, which shall restrict the actions taken by the individual based on his or her authorized activities. A detailed description of the TVM access method, security codes, restrictions per security code, and security code database content and modification procedures shall be provided for NTD review and approval as part of the PDR phase.

O. Maintenance Test Workstation

1. A minimum of one (1) TVM, consisting of spare fare collection equipment parts, shall be maintained in an operating condition at the Contractor's maintenance and test facility to be located within fifteen (15) miles of the NTD offices located at 275 Wilson Avenue, Norwalk, CT, hereinafter referred to as the Maintenance Test Workstation ("MTW").
2. A computer terminal shall be provided to NTD, at the MTW location, that provides access to the DCRS.
3. The MTW shall be used for troubleshooting TVM systems, testing fare collection tables before deployment and testing design changes of TVM equipment and fare media.
4. The MTW shall be capable of operating in a credit card processor sandbox

configuration. In this mode transactions can be completed by keying a special code on the pin pad. This mode shall only be available on the TVM used in the MTW.

P. DCRS - General

1. DCRS is to be located at a third party server host, to be approved by NTD. The DCRS shall be accessible to NTD via remote web-browser access over a secure internet connection.
2. Contractor shall provide a DCRS that accommodates for a reasonable expectation of growth in the number of transactions processed over the duration of the Operation and Maintenance Period provided for the resulting need in increased memory capability and back-up storage media or devices.
3. An archive of all DCRS data shall be provided to NTD at NTD's request, in monthly increments or as otherwise required by NTD in a form that is easily importable into escrowed DCRS software.
4. A conceptual description of DCRS hardware and software shall be submitted at the PDR for NTD review and approval. This shall include a conceptual description of the DCRS application software, user interface, database tables and backup methodology.
5. Final DCRS configuration and hardware selection are subject to NTD approval. The use of third party supplied virtual machines may be proposed by the Contractor.
6. The DCRS shall perform all required functions to upload and download information from and to the TVMs.
7. All computer hardware shall be readily obtainable from multiple sources and not require any proprietary components available only from the Contractor.
8. The DCRS shall be of sufficient power and speed to perform its required functions. These shall include:
 - a. Collect, process, and store all data generated by all TVMs each day;
 - b. Generate daily reports as scheduled and on demand;
 - c. Respond to users' queries (via remote internet connection) in a timely manner;
 - d. Pass alarm information to the workstations;
 - e. Poll each TVM to determine the status of DCRS-to-station communication; and
 - f. The DCRS shall be capable of transmitting, receiving, processing, and storing data in all possible scenarios, including:
 - 1) Simultaneous (asynchronous) receipt of data from all stations;
 - 2) Simultaneous receipt of data from one or more stations while data is being transmitted to one or more stations;
 - 3) Simultaneous receipt and/or transmission of data to/from TVMs while receiving report queries from, or performing other functions

directed by DCRS users.

9. The back office data processing functions/servers will consolidate all data into a data stream that is acceptable for NTD's fare accounting process. The data from the TVMs will be collected into a relational database that can be read from a NTD system, with reports available on demand.
10. A separate server shall be provided for credit/debit processing to a third party processor.

Q. DCRS - TVM Configuration Management

1. All configuration files and operational parameters of the TVMs shall be managed by DCRS. No change to these files or parameters shall be transmitted to any TVM without a record of the change being generated.
2. The DCRS shall store all changes made to all configuration files and operational parameters and allow for historical review of no less than the previous 200 changes made. Records of each change to TVM configuration files and operational parameters shall include the user responsible for the change, the date and time the change was made, the TVMs to which the change was transmitted, and the date and time of transmission.
3. Methods to alter configuration files and operational parameters shall not require the user to edit fields with a text editor, but shall instead utilize preformatted input forms supported by the relational database.
4. As required in this Scope of Work, some operational parameters shall be capable of being downloaded to any single TVM, any specific group of TVMs, and all TVMs.
5. The configuration files and operational parameters to be managed shall include at the minimum the following information:
 - a. Station names;
 - b. TVM locations and types;
 - c. Fare tables;
 - d. TVM ticket print format;
 - e. Display screen configuration;
 - f. Operational parameters such as timeouts, vault full levels, accepted bill denominations, etc.;
 - g. Event descriptions, categories, and priorities;
 - h. Cash handling device (such as vault, hopper) serial numbers in System;
 - i. Digitally recorded voice message file assignments (when to play which message and in what language); and
 - j. Technician identification and access codes.
6. Each TVM shall have the capability of being controlled by an authorized user, based on password/user ID security via the DCRS, to perform the following functions:

- a. Put a TVM in service or out of service;
- b. Cause the TVM to perform self-diagnostics of any selected module or all modules;
- c. Reset the TVM (such as cause the TVM to restart all programs without affecting data registers); and
- d. Enable or disable any payment mode.

R. DCRS - Voice Messaging System Management

1. The voice message system shall utilize either stored human speech or synthesized speech using AT&T Natural Voices® software or NTD approved equal.
2. The DCRS shall provide software tools to manage the assignment of all voice messages to each step of all TVM transactions.
3. Management of voice messages shall also permit assignment of new voice messages to additional ticket types created by NTD, and to delete voice message assignments for ticket types that are discontinued by NTD. Each voice message file shall be individually tracked and managed. Voice message management is supported for English, Spanish and two (2) additional languages. Pre-recorded voice messages shall be uploaded in audio formats such as WAV or MP4, or other as approved by NTD at the PDR.

S. Software

1. Software for the DCRS shall consist of current commercial versions of NTD-approved operating system software, relational SQL, database management software, and other applications needed to perform the DCRS functions. In addition, proprietary application software shall be supplied as necessary, and all software programs shall be configured for optimal performance of the DCRS, TVM and associated networks. All proprietary software, software source code, and compilers shall be submitted for escrow per the requirements of NTD set forth in Part 3, section 1 A.1.
2. The DCRS shall be accessible from any NTD computer with internet access. There shall be an unlimited number of user IDs and a minimum of three (3) concurrent licenses of any and all software used to access the DCRS system. All licenses shall be perpetual.
3. The method of securely connecting to the DCRS shall be submitted for review and approval at the PDR phase.
4. Contractor shall provide printed technical and user documentation of all software provided. All required software licenses, including, but not limited to, any third party software licenses, shall be identified and, upon expiration of the Operation and Maintenance period, unconditionally provided to NTD without expiration at no additional cost. The Contractor shall arrange for all software licenses to be provided in the name of, or assigned to, NTD upon expiration of the Operation and Maintenance period.

5. DCRS Application Software

- a. Application software for the DCRS shall consist of proprietary software programs, configuration files used to customize user interfaces and other operational characteristics of the DCRS, prepared reports and queries, special software tools, other commercially available software packages, and any other special functions resulting from software provided as part of the DCRS.
- b. All DCRS application software shall be remotely accessible to NTD representatives over a secure internet connection. Dynamic displays, such as the real-time status and event monitoring, shall be updated at least every fifteen (15) seconds. No routine functionality shall require an individual to be physically present at the DCRS.
- c. Real-Time Status and Event Monitoring
 - 1) As on-line events are reported to the DCRS, a graphical summary of the status of TVMs shall be updated and maintained by the DCRS. Using graphics of sufficient detail to create a recognizable pictogram of the **NTD** regional and interregional map showing all stations, the DCRS shall provide current status information to a connected workstation. Provision shall be made for all future additions of territory and TVMs to the pictogram.
 - 2) The DCRS shall indicate system status in five (5) levels of detail. At the highest level, the pictogram shall show all stations and shall depict the status of station equipment and communications by the use of colors defined as:
 - a) Green - All equipment at station functioning normally;
 - b) Blue - Access in progress or attention needed at one (1) or more TVMs (This must result in a priority 3 alarm going in effect);
 - c) Yellow - One (1) or more TVMs malfunctioning, being out of service, not communicating to DCRS as expected or being off-line (This must result in a priority 2 alarm going in effect);
 - d) Red - Security alert – such as intrusion, impact, or silent alarm. (This must result in a priority 1 alarm going in effect);
 - e) White - No connected equipment at station.
 - 3) When a station has more than one (1) alarm in effect, the station shall be shown in the color of the highest priority alarm. For example, if a station has one (1) TVM out of service and an intrusion alarm at another TVM, the station shall be shown in red.
 - 4) When a workstation user selects a station, a schematic diagram of the equipment at the station shall be displayed, using the same color scheme described above to indicate the status of each TVM.
 - 5) When a workstation user selects a specific TVM from the second

level of status display, detailed information about the item status shall be displayed in text form.

d. Data Polling and Event Recording

- 1) Polled data shall be available on demand and from automatic polling at a pre-selected frequency and time (such as 'each day at 2 AM' or 'every 15 minutes between 4 AM and 6 PM'). Received data shall be automatically processed and populated into all pertinent databases.
- 2) The DCRS shall record the date and time each TVM was last polled.
- 3) Polling of TVMs shall provide the following:
 - a) Cash in TVMs by coin and bill denomination in all cash storage devices;
 - b) TVM status and status of all modules; as defined in Part 3, Section B.3.c;
 - c) Sales since last polling, separated by ticket type per day and by cash and bank card (if a cash/bank card TVM option is exercised);
 - d) Cash removed from and added to the TVM since last polling;
 - e) All events recorded but not previously transmitted to DCRS;
 - f) Date and time synchronization;
 - g) Downloading data and configuration files.

e. From any internet accessible NTD device that is connected to the DCRS, based on password/user ID security, any authorized user shall be able to download to any single TVM, any group of TVMs and all TVMs:

- 1) Fare tables;
- 2) Security access codes;
- 3) Configuration files;
- 4) Operational parameters;
- 5) New and updated ticket layout and text;
- 6) New and updated customer display screen text;
- 7) New and updated voice message files; and
- 8) Any other information necessary for the operation and maintenance of the TVMs.

f. It shall be possible for any authorized user to specify the date and time when any data download is to occur, and to review and cancel any previously scheduled download.

T. DCRS - Database Queries and Reports

1. The software shall provide the capability to query the database to produce a series of information reports for auditing, cash and ticket control, and fare management information.
2. Relational Database Manager (RDBM)

- a. The DCRS shall store all pertinent data relating to the operation of the TVM System in one or more relational databases. These databases shall be managed by a commercially available software package that shall be subject to NTD approval at the PDR phase. The database manager shall support standard SQL commands and queries, and shall be of sufficient flexibility and power to perform the necessary functions described herein.
 - b. The RDBM software package shall include the necessary add-on tools to allow customization of reports, creation of queries, and generation of reports in graphical format. All databases shall store data in a format that complies with Open Database Connectivity (ODBC).
 - c. The RDBM shall be utilized to configure all necessary database tables, relationships, queries, reports, data entry forms, and automated data population procedures.
 - d. The RDBM shall be remotely accessible by NTD representatives over a secure internet connection.
3. Query, Report, and Database Input Forms
- a. These input forms shall be displayed on the user interface and provide “fill-in-the blank” simplicity of use. Each blank on the input form shall correspond to a field in the associated database table.
 - b. Each query and report shall have an input form to enter data necessary to perform the task. Each input form shall be customized to the task being performed, and all shall follow similar layout and design themes.
4. Query and Report Output Format
- a. To the extent possible, the output format of all queries and reports shall be of similar style. Each report and query shall produce data in tabular format with each column clearly titled on each page. Each row of output data (excluding column titles) shall be consecutively numbered.
5. Queries and Reports to be Provided
- a. The system will provide a minimum of twenty (20) queries and reports at time of DCRS delivery. The prepared queries and reports shall be presented in a menu form for selection at any time. Each query and report shall have access permissions assigned to limit availability to those users authorized to view data presented by the query or report.
 - b. Each prepared query and report shall also be capable of being automatically processed at predetermined dates, times, and frequencies. It shall be possible for NTD to identify reports to be run daily, weekly (for example, every Wednesday), monthly (such as the first day, last day, or any specific day of each month), quarterly, and so on. The System shall further support these reports being automatically emailed to a configurable mailing list.

- c. The queries and reports to be provided at time of delivery are grouped into four (4) major categories:
 - 1) Summary Reports, which provide an historical view of data within a date range. These reports shall include detailed information and/or totals of related events or transactions, and shall indicate the polling status of each TVM listed or the overall polling status of TVMs included in the report if TVMs are not listed individually. This shall include fields such as sales data, transaction times, number of abandoned/cancelled transactions and records of other conditions and events which should be logged as agreed upon during Design Reviews.
 - 2) Status Reports, which provide “snapshots” of TVM conditions, including but not limited to the most recent data available. All status reports shall list the date and time each TVM was last polled.
 - 3) Database Reports, which provide printouts of configuration files, operational parameters, and other data used to determine operations of the TVMs. Database reports shall indicate the date and time the database table being shown was last modified and by whom.
 - 4) Comparison Reports, which provide that ability to compare and contrast prior year, month, or week with the current period to provide metrics to key NTD decision makers. The time frame shall be selectable by NTD authorized users without any involvement required on the part of the Contractor.

6. Query and Report Customization

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

7. Polling Status and Output Data Validity

- a. The validity of reported data shall be indicated on each query and report where necessary. Data validity shall be determined by whether the TVM or

TVMs included in the report or query have been polled since the end of the reporting interval. For example, if NTD wants a report for tickets sold as of today at noon:

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

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

U. DCRS - Alarm Monitor

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

V. DCRS - Equipment Modification and Configuration Control

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

W. DCRS - Network Administration

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

X. Network Security

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

2. FABRICATION

Not applicable.

3. INSPECTION AND TESTING

- A. The Contractor shall conduct a full program of testing, the purpose of which shall be to demonstrate the System fulfills all of the specifications and requirements as set forth herein. All systems, components, installation, and any associated workmanship or materials are required to be reviewed, tested, and accepted prior to turnover of the system to NTD. The Contractor shall test and verify that all functional requirements set forth in the specification have been met by the System.

B. Acceptance Test Plan: Contractor shall prepare and deliver to NTD a comprehensive acceptance test plan that describes all the activities and tasks associated with testing during each test phase – factory, field, and operational, hereinafter referred to as the “Acceptance Test Plan”. The Acceptance Test Plan shall be delivered to NTD at least sixty (60) days prior to the start of any testing. At a minimum, the Contractor’s Acceptance Test Plan shall conform to the requirements of ANSI/IEEE Standard 829 and shall contain the following elements:

1. A summary statement of each test phase.
2. A list and schedule of test items to be performed during each phase.
3. A test itinerary identifying each individual test to be performed, the anticipated duration, staffing requirements, the purpose of the test, the method of testing, step-by-step description of the test procedure, the conditions that shall exist at the start of the test, and expected results with pass/fail criteria.
4. A description of the overall test environment including: test equipment details; test equipment configuration sketches and diagrams including cabling requirements; and hardware and software required for the test, including the number and type of devices to be used during the test and/or the method of simulation.
5. A description of the expected outputs (reports, database listings, statistical analyses, etc.) to be provided to document the test results, test incident report forms, and test incident log.

C. Factory Acceptance Testing (FAT)

1. The Contractor shall perform the FAT. The purpose of the FAT shall be to verify that equipment to be supplied functions as described in these specifications. It shall involve the inspection by NTD and/or its representatives, of all major physical components of the System furnished under this Agreement as well as testing the functionality in a controlled environment in accordance with the FAT Plan. At a minimum, the FAT shall include, but is not limited to:
 - a. Physical inspection of equipment panels and cabinets for conformance with approved shop drawings;
 - b. Network-based System communications functions;
 - c. Server and workstation performance features;
 - d. Operator and administrator functions; as follows;
 - 1) On-site reports;
 - 2) Revenue servicing; and
 - 3) All other operating and administrative functions as required by this specification.
 - e. Application Program Interface (API) functions;
 - f. Testing of payment methods (coin, bill, credit, debit);
 - g. Security (entry, keying, alarms); and

h. Stress testing as follows:

- 1) Transactions from sixty (60) simulated TVMs to DCRS; and
 - 2) Automated TVM transactions to demonstrate robustness of mechanical mechanisms for cash return, ticket printing and receipt printing.
2. Prior to the initiation of the FAT the Contractor shall have submitted to NTD draft outlines of the hardware, software, and operations documentation, training manuals, and draft outlines of any other documentation that is required for full System operation.
 3. Acceptance of the FAT results shall not relieve the Contractor of the responsibility for the installed System to meet the specifications as set forth herein.

D. Field Installation Acceptance Test

1. The Field Installation Acceptance Test shall be performed by the Contractor on the final installed equipment, properly connected, configured, and interfaced to the actual field devices. Field Installation Acceptance Test shall demonstrate the full and complete functionality of the final, installed System. Simulation may only be used to perform stress and performance testing.
2. The Contractor shall make preliminary as-built drawings be available to NTD and its representatives during the Field Installation Acceptance Test so their accuracy can be verified by NTD in the field.
3. Field Installation Acceptance Test shall be conducted by the Contractor and observed by NTD representatives. Contractor shall perform each test as described in the Field Installation Acceptance Test Plan in its entirety with the use of actual System equipment. Contractor shall determine the detailed results of each test and shall record the success (pass) or failure of each test.
4. Acceptance of the field installation test results by NTD shall not relieve the Contractor of the responsibility for a fully operational System to meet the specifications as set forth herein.
5. Any repairs, construction, or modifications as required to comply with this Part 2 section 3 shall be performed by the Contractor without additional cost. Contractor shall make changes or perform additional work as NTD may direct, for proper performance, functionality, and operation of the System, prior to the start of the 30-Day Operational Test.

E. 30-Day Operational Test

1. At least sixty (60) days prior to the commencement of the 30-Day Operational Test, the Contractor shall submit a plan for conducting the 30-Day Operational Test (Operational Acceptance Test Plan) to NTD for review and approval.
2. Operational acceptance testing shall commence following notification by NTD that the results of the Field Installation Acceptance Test are satisfactory and

following receipt of the Contractor's certification that the System is ready for the 30-Day Operational Test.

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

4. RELIABILITY

- A. Subject to the manufacturer's recommended maintenance practices, the System shall be designed for a minimum service life of fifteen (15) years of operation in the NTD service area. All equipment will operate seven (7) days per week and twenty-four (24) hours per day. The selected manufacturer shall supply parts, materials and service for the entire anticipated service life.
- B. The ticket processing concept proposed by the contractor shall be demonstrated and shown to meet reliability criteria as a System prior to acceptance of the TVM. Ticket System performance shall include transport jams, read-write errors, ease of bezel entry, resistance to moisture, printing of graphics and frequency of repair of replaceable items.
- C. Reliability measures shall be based on a mix of fare media and shall include ticket, coin, bill, credit cards, debit cards and pin pads. One cycle shall be defined as all actions

required to obtain fare media.

- D. For the purposes of this Agreement, the measure MCBF shall be used to determine reliability. Failures shall not include acts of excessive vandalism (the equipment shall be designed to withstand minor acts of vandalism), use of out of specification stock, or mutilated coins or bills. The MCBF for the TVMs shall be 10,000 mean-cycles between failures with failure calculated as follows:
 - 1. Full failure: When a TVM is unusable, this will count as one (1) failure.
 - 2. Partial failure: When a TVM enters a degraded mode (ex: cash or credit only) this will count as 0.5 failures.
 - 3. Back-office failure: A failure of the back-office that prevents reporting, credit card processing or debit card processing shall count as 0.5 failures for each TVM deployed. The designed Mean Time Between Failures (“MTBF”) for the DCRS shall be at least 25,000 hours.
 - 4. Time-to-Repair: For each of the above failures which are not corrected within two (2) hours, the failure will be listed again against the MCBF. Ongoing failures will not be counted against MCBF from 11 PM to 4 AM.
- E. Contractor shall propose and implement a method acceptable to NTD, for a monthly MCBF report to be automatically generated from the DCRS. Modifications may not be made to the contents of this report without NTD concurrence.

5. DELIVERY, STORAGE AND HANDLING

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

PART 3 - EXECUTION

1. GENERAL

A. Software Source Code and Documentation:

1. The Contractor shall arrange, at its expense, for a complete copy of the software and source code to be deposited with an escrow agent on the date of Final Acceptance of System by NTD and shall provide to NTD with all information needed for NTD to directly access the escrowed software and source code. On that date, the Contractor shall provide NTD with written confirmation from the escrow agent that such deposit has been made. Contractor shall arrange for updating the escrow deposit with all modifications and changes to the software and shall deposit a renewed copy of such source code whenever the software has been updated. The source code deposited shall include comments, explanations, and instructions to compile the software, and all software utilities and other materials necessary for use of source code. The costs of the escrow shall be borne by the Contractor and subject to Section A.3 below, the duration of the escrow shall be coterminous with the Operation and Maintenance Period.
2. The source code shall be released from escrow to NTD upon: (a) failure of the Contractor to function as a going concern or operate in the ordinary course; or (b) the voluntary or involuntary bankruptcy of the Contractor. Upon release from escrow, and notwithstanding anything in this Agreement to the contrary, NTD shall have the right to use, copy, and modify the source code in order to use and support the software for the System, subject to all license restrictions. Regarding any release to NTD of the source code, NTD and its authorized representative(s) shall have the right to use the source code in order to use and support the software for the System, including the right to engage the services of a third party to assist NTD to use and support the software for the System.
3. Upon termination of NTD's Agreement with the Contractor, NTD shall have the right to maintain the escrow at NTD's expense. If contract termination is caused by (a) failure of the Contractor to function as a going concern or operate in the ordinary course, or (b) the voluntary or involuntary bankruptcy of the Contractor, NTD shall continue to be licensed to use the software and the source code to support and maintain the software for the System. This clause shall survive the expiration or termination of this Agreement.

2. PRE-INSTALLATION OF TVMs

- A. **Surface Cleaning:** The Contractor shall clean out openings immediately before installing TVMs and comply with manufacturer's written instructions.
- B. The Contractor shall confirm power circuits are installed and can be activated. The

Contractor shall coordinate with other NTD contractors as required.

- C. The Contractor shall confirm data cable has been installed and can be activated. The Contractor shall coordinate with other NTD contractors as required.

3. INSTALLATION OF TVMs

A. Wire and Cable Installation

- 1. The Contractor shall make the proper fiber and electrical connections, including the furnishing of all wire, cable, and other materials as necessary to make final connections.

B. Finishing Requirements

- 1. The interface between the bases of the TVM and the station platform shall be sealed with a material approved by NTD. The seal shall perform as a durable, attractive, watertight seal and shall be resistant to abrasion, weather, corrosion, staining, and migration. The seal shall not deteriorate in any manner except as indicated in manufacturer's data. The seal shall be installed in compliance with the manufacturer's requirements and recommendations. It shall be possible to remove and replace the System equipment without damage to the platform, anchor bolts, or the equipment.

C. Installation Procedures

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

4. FIELD QUALITY CONTROL

- A. The Contractor shall conduct complete inspection and testing of equipment, including verification of operation with connected equipment.
- B. The Contractor shall test devices and demonstrate operational features for NTD representative and authorities having jurisdiction, as applicable.

- C. The Contractor shall correct deficiencies until results satisfactory to NTD are obtained.
- D. The Contractor shall maintain test records in an orderly manner in accordance with the Agreement.
- E. The Contractor shall submit written copies of test results to NTD.

5. TRAINING

- A. The Contractor shall only conduct training for NTD as is required to utilize the DCRS. This training shall be considered complete when the Contractor trainer certifies that NTD personnel who had undertaken the training are qualified to use the DCRS applications. For future use by NTD, training materials and manuals shall be provided for all aspects of the System.
- B. The Contractor shall supply training material and manuals sufficient for NTD or NTD representatives to configure, operate, maintain and repair the equipment and Software supplied. Training material shall be provided such that NTD will have sufficient information for any internal or contracted future System service as needs become known. This shall include an overview of the Software organization, required input data and specific Software features developed, process and procedures for the development and maintenance of fare tables. Features of the System necessary for managerial administration and understanding of the System shall be included in the training either as a specific session or included as a topic within the presentations. The training outline shall also include the final configuration and set up of the production DCRS application, the implementation and testing of the connection with third party clearing house(s) and installation and commissioning of one (1) production TVM. This clause shall survive the expiration or termination of this Agreement.
- C. The Contractor shall supply a training program plan for review and approval by NTD during the PDR phase. The training program plan shall include the following information, as a minimum: a general description of the training program; program schedule; and preliminary course descriptions.
- D. The Contractor shall supply training material outlines, manual outlines and a sample manual chapter for NTD review and approval prior to the FAT. The Contractor shall provide draft training materials and manuals no later than three (3) months prior to System installation, for NTD comment. Finalized course descriptions, training material outlines, manual outlines and final copies of all manuals, addressing earlier NTD comments, shall be submitted prior to completion of the 30- Day Operational Test for NTD review and approval.
- E. Additionally, a TVM operating in a stand-alone manner shall be available during normal business hours for NTD personnel and representatives to inspect at a location approved by NTD.
- F. Videos of the DCRS training shall be provided for future NTD training sessions in a format to be approved by NTD. Following the training, the Contractor shall deliver the draft trainer manual for NTD review and approval. Contractor shall revise trainer notes

and deliver a final training manual to NTD prior to completion of the 30-Day Operational Test.

- G. The Contractor shall provide NTD a full set of system maintenance, installation and administration manuals, fare media specifications, parts list, parts list of commonly available items, and supplier information. This shall include two (2) hard copies and an electronic format to be approved by NTD at PDR.
- H. The Contractor shall be responsible for the following training program activities:
 - 1. Conducting the DCRS related training sessions, and providing follow-up training as required.
- I. Training Program General Requirements
 - 1. All training presentations and material shall be in English.
 - 2. Instruction shall be tailored to the specific needs of each class of personnel to be trained or familiarized on the system and equipment; e.g., revenue collection and reporting emphasis for revenue personnel and management; general overview for executive management.
 - 3. DCRS training sessions shall occur at NTD-designated facilities.
- J. Training Schedule: Training shall be scheduled in coordination with and subject to approval by NTD. The schedule shall be consistent with the following factors:
 - 1. Production equipment and System software are available to support “hands-on” classroom training.
 - 2. Completion of training will occur in time for NTD personnel to perform their duties related to the System prior to System implementation;
 - 3. Lag time between training completion and actual use of skills will be minimal.
- K. Training Course Curricula and Materials
 - 1. Training shall occur only after NTD review and approval of all training course curricula, materials and manuals.
 - 2. The curriculum and training material for each course shall include at least the following:
 - a. Course Outline and Lesson Plan: Lesson title, lesson objectives, instructing sequences (outline).
 - b. Instructor Material: Used initially by the Contractor instructors, the instructor material shall be in sufficient detail to enable NTD management and supervisors to, in turn, train newly-hired or newly- assigned NTD personnel.
 - 3. At the completion of all training courses, one (1) set of training material originals suitable for reproduction, shall be delivered to NTD.
 - 4. Final materials shall be provided in a format that is modifiable and reproducible using standard Windows – Office software.

L. Manuals – General

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

M. Operating Diagrams

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

N. TVM Manuals

1. TVM Operating Instruction Manual – shall contain all information needed for

safe, proper, and efficient operation of the TVMs. Manuals shall include general orientation and familiarization information for all features of the TVM. Detailed information shall be provided regarding location, function and operation of all controls, indicators, switches, hardware and reset buttons, and trouble diagnosis. All normal operational sequences shall be described in detail. This manual shall also describe how revenue servicing and data reconciliation will be handled if the area's communications network has failed.

2. TVM Preventive Maintenance Manual – shall contain all information needed to enable maintainers to perform all periodic inspection and preventive maintenance tasks including all routine lubrication, inspection and replacement of consumable items. The manual shall contain recommended preventive maintenance schedules grouped, as much as possible, into compatible and convenient intervals of time, or operating hours. If binder size limitations permit, this manual may be combined with the TVM Corrective Maintenance Manual.
3. TVM Corrective Maintenance Manual – shall contain all information needed to enable maintainers to diagnose problems, and to make adjustments and repairs to all TVM components and sub-assemblies. Repairs include adjustments, repairs or replacements prescribed to restore the TVM components and subassemblies to a normal operational condition in an efficient and timely manner. The manual shall also include:
 - a. A general description of each subsystem, component and subassembly;
 - b. Procedures to exchange all major components;
 - c. Functional block diagrams;
 - d. Detailed schematics;
 - e. Wiring diagrams; and
 - f. Pictorials with exploded views to permit easy part identification.
4. TVM Shop Repair and Overhaul Manual – shall contain a detailed description of each assembly and subassembly to enable maintainers to service, maintain, repair, replace, rebuild, and overhaul the TVM. If binder size limitation permits, this manual may be combined with the TVM Parts Manual. The manual shall also include:
 - a. Circuit board diagnosis and repair procedures;
 - b. Complete systematic procedures;
 - c. Wear and tolerance limits for determining when overhauls are needed;
 - d. Overhaul procedures for all major components;
 - e. Special tools and equipment required; and
 - f. Pictorials with exploded views to permit easy parts identification.
5. TVM Parts Manual – shall enumerate and describe every TVM component with its related parts, including the supplier's number, the Contractor's number, and provision for entry of NTD stores number. The manual shall also include:
 - a. A complete list of spare parts with vendor's name, contract, part number and current price list as of six (6) months prior to installation;

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

DCRS network architecture and the communications protocols used between the DCRS, TVMs, and the DCRS workstations. The manual shall provide a complete description of the database structure, including definitions, parameters, and relations for all database fields, records, and tables.

6. Wiring diagrams shall be provided that reflect the as-built condition of the communications system.

PART 4 - OPERATION AND MAINTENANCE

1. Summary

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

2. Service Levels

- A. For each calendar day, the TVMs shall achieve an average availability of 96%. Availability shall be calculated as the percent total time TVMs are available for full revenue service, calculate at a per-minute granularity. If during one (1) hour, one (1) out of ten (10) TVMs were out of service for ten (10) minutes, the availability for the hour would be 98.33%.
- B. Any TVM failure that potentially impacts a customer's ability to purchase a ticket will cause the TVM to be counted as unavailable. This includes, but is not limited to, TVM component failure, failure to replace ticket stock, and failure to provide timely revenue servicing.
- C. In case of DCRS failure, or other wide-spread System failure restricting credit card purchases, all TVMs shall be considered as unavailable.
- D. Unavailability due to the following causes is excluded from the average availability calculation. TVMs subject to these conditions will be considered available through the duration.
 1. Active revenue servicing;
 2. Data communication issues not due to Contractor equipment failure;
 3. Vandalism; and
 4. As a result of Force Majeure event..
- E. The Contractor shall submit a monthly report by no later than the 15th day of each month to NTD indicating the service levels achieved during the prior month, and the prior twelve (12) months. Via the DCRS, NTD shall have access to daily and weekly

service level reports. Upon NTD's request, the Contractor shall submit comprehensive documentation in support of the calculated service levels, including incident reports, repair histories, status logs and DCRS reports.

- F. If the Contractor fails to meet the required service levels in any week, the Contractor shall undertake immediate steps to quickly rectify the problems. Failure to correct such performance shortcomings may, at NTD's sole discretion, result in Liquidated Damages being assessed and/or payments being withheld. Nothing in this section shall be construed as a waiver of any of NTD's remedies under the Agreement, nor relieve the Contractor from any liability related to its breach of the Agreement.

3. Maintenance Services

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

support must be quoted for other direct costs (ODCs) and approved by NTD. Approved ODCs shall be invoiced monthly with actual receipts provided for justification.

6. All software work performed by the Contractor (or by any subcontractor(s) on its behalf) shall be warranted against defects for a period of one (1) year after installation. Labor required to correct defects in software (other than off-the-shelf, commercially-available third party software) shall not count as Technical Services hours. All software modifications shall be tested, documented and escrowed in the same manner as required for the initially delivered software.
7. Within approximately two (2) years of each major OEM operating system or relational database release, as used for DCRS or TVM, NTD may request Contractor to convert portions of the System to the new OEM release.
8. Any hours remaining in the labor bank at the conclusion of the Operation and Maintenance Period shall be forfeited.

4. Revenue Services

- A. The Contractor, not NTD, is **fully responsible** for all revenue servicing, including, but not limited to any third party services, during the Operation and Maintenance Period.
- B. The Contractor may subcontract portions of the revenue servicing to other entities, such as cash collection by an armored car service.
- C. Revenue servicing shall include, at a minimum:
 1. Exchange of partially full and full bill vaults with empty bill vaults;
 2. Exchange of partially full and full coin vaults with empty bill vaults;
 3. Exchange of partially empty and empty coin hoppers with full coin hoppers;
 4. Exchange of partially empty and empty bill hoppers with full bill hoppers (if used);
 5. Replenishment of ticket stock;
 6. Replenishment of receipt stock;
 7. Counting and depositing revenues; and
 8. Any third party agreements required for credit or debit processing
- D. Ticket stock will be provided by NTD to the Contractor.
- E. Revenue servicing shall be performed at least twice a calendar week, or more frequently as required to meet service levels.
- F. Contractor shall provide a revenue service plan for NTD review and approval ninety (90) days following FDR or thirty (30) days prior to TVM installation, whichever is sooner.

PART 5 - MEASUREMENT AND PAYMENT

1. Payment Terms

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

2. Project Milestones and Access Constraints

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

PROJECT MILESTONES AND ACCESS CONSTRAINTS

#	Description	Date
	Notice to Proceed (estimated)	November 16, 2017
Milestone No. 1	Approval of Preliminary Design Review (PDR)	March 15, 2018
Milestone No. 2	Approval of Final Design Review (FDR)	July 16, 2018
Milestone No. 3	Successful completion of first TVM Factory Acceptance Test	November 15, 2018
Milestone No. 4	Successful completion of DCRS Factory Acceptance Test	November 15, 2018
Access Constraints No. 1	NTD Hub available for TVM installation	January 15, 2019
Milestone No. 5	All installation, inspection and testing complete, excluding the 30-Day Operational Test.	May 15, 2019
Milestone No. 6	Successful completion of 30-Day Operational Test and successful start of DCRS hosting	On or about May 21, 2019, subject to final determination by NTD
	Options / Extended Services	To be determined by NTD

3. TVM Installation Layout

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

TVM INSTALLATION LAYOUT

Location	TVM Count	Plans Available	Notes
NTD Hub	1	Yes	In existing location of previous TVM
Spare	1		Contractor is expected to store this TVM during the Operation and Maintenance Period.
TOTAL BASE SYSTEM	2		
Options	Up to 2	No*	SONO Collection Mall and SONO Railroad Station. The two option units may be ordered within five years from award.

NORWALK TRANSIT DISTRICT

RFP# 2017-03

ATTACHMENT C

AGREEMENT

Ticket Vending Machine System Draft Agreement

November, 2017

**AGREEMENT
BETWEEN
THE NORWALK TRANSIT DISTRICT AND
(CONTRACTOR)
FOR THE TICKET VENDING MACHINE SYSTEM**

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**AGREEMENT
BETWEEN
THE NORWALK TRANSIT DISTRICT AND
(CONTRACTOR)
FOR THE TICKET VENDING MACHINE SYSTEM
FOR
NTD BUS SERVICE**

THIS AGREEMENT (“Agreement”) has been concluded at Norwalk, Connecticut, by and between the Norwalk Transit District, Kimberlee A. Morton, CEO, duly authorized, hereinafter referred to as “NTD”, and _____, a _____ authorized to do business in the State of Connecticut, having a principal place of business located at _____ (ADDRESS) _____, (NAME, TITLE) _____, hereunto duly authorized, hereinafter referred to as the “Contractor.”

WHEREAS, NTD is deploying a Ticket Vending Machine System (“System”) which is necessary for the operation of the NTD Bus Service; and

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

WHEREAS, the CEO is authorized to enter this Agreement.

NOW, THEREFORE, KNOW YE THAT:

ARTICLE 1. DEFINITIONS

The following definitions shall apply to this Agreement:

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

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

- 1.4 "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, NTD or State.
- 1.5 "Contractor Parties" or "Contractor Party" means a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees, subcontractors, vendors, and subcontractors or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Agreement in any capacity.
- 1.6 "DCRS" means the Data Collection and Reporting System as more particularly described in the Scope of Work.
- 1.7 "Effective Date" has the meaning set forth in section 3.1.
- 1.8 "Final Acceptance" means NTD's determination that the Work or a component of the Work under the Agreement is complete.
- 1.9 "Liquidated Damages" means a dollar amount to be representative of the losses NTD will incur as a result of the Contractor's failure to complete a portion or all of the Work specified in the Agreement within the time specified in the Agreement. Liquidated Damages are not construed as a penalty.
- 1.10 "Milestone" means a required completion date for a portion or all of the Contractor's Work set forth in the Scope of Work.

- 1.11 “Notice to Proceed” or “NTP” means the NTD’s written direction to the Contractor to start to perform the Work pursuant to the terms and conditions of the Agreement.
- 1.12 “Operation and Maintenance” means all services and activities necessary for operation of the System, as more particularly described in the Scope of Work at Part 4, including, but not limited to, fare handling, receipt stocking, cash handling, reconciliation, reporting, and repairs.
- 1.13 “Options” means the optional Work that NTD may elect for the Contractor perform under this Agreement, as detailed in the Scope of Work attached at Schedule A and the Pricing Summary attached at Schedule B to this Agreement.
- 1.14 “Payment Schedule Items” are those items listed in the Payment Schedule Table.
- 1.15 “Payment Schedule Table” means the table set forth in section 7.4(a)
- 1.16 “Pricing Summary” means the document attached to this Agreement at Schedule B.
- 1.17 “Proposal” means the documents and materials provided by the Contractor in response to the NTD’s Request for Proposals for the Ticket Vending Machine System.
- 1.18 “Records” means all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Agreement, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- 1.19 “Revenue Service” means the provision of NTD Bus Service to customers.
- 1.20 “Scope of Work” means the document attached to this Agreement at Schedule A.
- 1.21 “System” means the Ticket Vending Machine System as more particularly described in the Scope of Work.
- 1.22 “Term” means the duration of the Agreement, which commences on the Effective Date and extends through the Operation and Maintenance Period.

1.23 "TVM" means ticket vending machine as more particularly described in the Scope of Work.

1.24 "Work" means all services to be performed and goods and materials to be provided as set forth in the Scope of Work.

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

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

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

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

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

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

ARTICLE 3. COMMENCEMENT OF WORK AND MILESTONES

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

3.2 The Contractor shall meet the Milestones and start the 30-day Operational Test by the dates set forth in the Scope of Work.

- 3.3 Failure to complete the Work required by any Milestone within the specified timeframe will result in payment being withheld until completion of the Work, to NTD's satisfaction.
- 3.4 If the System does not meet all of the requirements set forth in the Scope of Work, NTD may conditionally accept the System and place it in Revenue Service pending receipt of Contractor furnished materials and/or labor necessary to effectuate corrective action.

ARTICLE 4. PERSONNEL

- 4.1 The Contractor shall ensure that the Work is performed by qualified and experienced personnel, including subcontractors, as set forth in its Proposal. The Contractor shall be responsible for the performance of all of the Work and shall utilize to the fullest extent the specialized expertise and experience of the personnel that it listed in its Proposal.
- 4.2 The Contractor shall immediately remove any personnel or subcontractor that NTD, at its reasonable discretion, demands removal of by written notice to the Contractor. In a timely fashion, the Contractor shall secure replacement personnel or a replacement subcontractor who possess expertise and experience that, at the sole discretion of NTD, are equivalent to that which were being provided by the removed personnel or subcontractor. NTD must approve all replacement personnel and subcontractors prior to their beginning Work. The Contractor shall not replace any of the personnel listed in the Proposal, nor subsequent replacements, without the prior written approval of NTD, which will not be unduly withheld.
- 4.3 If the Contractor, through circumstances beyond its control, is unable to provide the services of the personnel listed in the Proposal, the Contractor shall be responsible for providing suitable replacement personnel for the performance of the particular items of Work involved. The replacement personnel submitted for approval by NTD, must possess expertise and experience, which, in the opinion of NTD, are equivalent to what would have been provided by the personnel set forth in the Proposal (or any replacement personnel previously approved by NTD).
- 4.4 The Contractor shall be responsible for any additional costs caused by the substitution of personnel. In no event shall any substitution of personnel result in an increase in compensation to be paid by NTD or a modification to the Project Schedule and Milestone table set forth in the Scope of Work at Part 5, section 2.A.

ARTICLE 5. COMPLIANCE WITH LAWS

- 5.1 The Contractor shall perform its obligations under this Agreement in accordance with,

and deliver a System that shall be and remain in full compliance with, all applicable Federal and State laws, rules, regulations, codes, standards and guidelines, including but not limited to:

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

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

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

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

ARTICLE 6. CHANGE ORDERS

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

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

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

- 6.4 Prior to expiration of the Operation and Maintenance period, any Change Orders required because the System does not fully perform in accordance with this Agreement (including all Schedules), as determined by NTD, shall be performed by the Contractor without charge to NTD. Any investigation necessary to determine the source of the problem requiring the Change Order shall be done by the Contractor at its sole cost and expense.

ARTICLE 7. INVOICING AND PAYMENT

- 7.1 Work performed is eligible for invoicing and payment only when the Contractor successfully completes, to NTD's satisfaction, the Payment Schedule Items in the sequential order listed on the Payment Schedule Table and submits valid, properly prepared invoices, containing a level of detail as required by NTD, that can be approved for processing, all in accordance with the following requirements:
- (a) In no event shall the amount set forth in any invoice submitted by the Contractor exceed 100% of the cost incurred by the Contractor to the date of the invoice;
 - (b) The Contractor shall prepare a written certification at the time of completion of each Payment Schedule Item certifying the successful completion of the Payment Schedule Item and forward to NTD with the applicable invoice;
 - (c) Documentation must be on file with the Contractor and forwarded to NTD with each invoice to support the Contractor's invoice costs;
 - (d) The Contractor's invoices shall show a complete breakdown of the Work components, include a reference to "TVM RFP #2017-03";
 - (e) All invoices must meet or exceed generally accepted accounting standards and must be in a format acceptable to NTD; and
 - (f) The Contractor's invoices may not be submitted more frequently than monthly in accordance with the Payment Schedule Table.
- 7.2 The Contractor shall maintain books and records as related to the Work in such a manner that supports each invoice based upon the actual, reasonable and necessary costs incurred by the Contractor that are directly attributable or properly allocable to the Work. Incomplete or incorrect entries in such records will be grounds for disallowance by NTD of any fees or expenses. If an audit should disclose any invoices that were submitted by the Contractor, and paid, exceed 100% of the Contractor's actual costs, this excess shall be returned to NTD within sixty (60) days from the date that NTD notifies the Contractor of the excess payment.

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

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

7.4 Payment for Payment Schedule Items.

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

PAYMENT SCHEDULE TABLE

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

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

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

7.5 Waiver and Release.

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

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

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

ARTICLE 8. REVENUE HANDLING AND RECONCILIATION

8.1 The Contractor shall be responsible for all cash from revenue collection until such cash is deposited into NTD bank accounts in accordance with Part 4, section 4 of the Scope of Work. Contractor shall be responsible for all shortages between deposited cash, purchase tickets and accounting reports for each cash container, unless an exception is approved, in writing, by NTD.

8.2 Prior to depositing cash, the Contractor shall be responsible for collecting and transporting cash to a secure facility that has been established by the Contractor for System revenue processing. The Contractor shall sort and count the cash. The contents of each cash container shall be recorded individually for each cash container serviced. The Contractor may subcontract the duties set forth in this section, including, by way of example, but not limited to, armored car transport services and cash counting/processing services, and the Contractor shall remain responsible for the successful completion of any such subcontracted duties to NTD's satisfaction. The Contractor shall comply, and shall ensure that any subcontractor complies, with all applicable law and regulations and highest standards of care in the industry of revenue handling, transport and processing.

8.3 Cash processed shall be deposited into a bank account designated by NTD. The Contractor shall submit to NTD deposit receipts for the contents of each cash container serviced to NTD by the first business day immediately following the calendar day that the cash was collected and deposited. The Contractor shall submit the deposit receipts to NTD-designated employees by email on the day of deposit, or by other means as may be requested by NTD from time to time, and also retain an electronic backup.

8.4 The Contractor shall provide a complete description of the payment collection and revenue reconciliation processes, including interfaces with the payment entity designated by NTD, for NTD review at the PDR and NTD approval at the FDR. During the Term of the Agreement, the Contractor shall not modify any of the payment collection and revenue reconciliation processes without prior written approval from NTD.

ARTICLE 9. ASSISTANCE AND COOPERATION; REVIEW OF WORK

9.1 Should any Claims be made or instituted by any person against NTD in connection with this Agreement, the Contractor shall give NTD all pertinent information and reasonable assistance in defense or other disposition thereof. This Article shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

ARTICLE 11. RESERVED

ARTICLE 12. INDEMNIFICATION

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

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

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

12.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where NTD is alleged or is found to have contributed to the Acts giving rise to the Claims.

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

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

ARTICLE 13. LIQUIDATED DAMAGES

13.1 The Contractor shall be assessed Liquidated Damages for late completion of a successful 30-Day Operational Test and Final Acceptance of the System, with "late" meaning after the completion milestone date, in the amount of Two Hundred Fifty Dollars (\$250) per calendar day for each calendar day after completion milestone date, with no maximum.

13.2 Reserved.

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

ARTICLE 14. COVENANT AGAINST CONTINGENT FEES

14.1 The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of the above provision, NTD shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 15. ASSIGNMENT OR TRANSFER OF AGREEMENT

15.1 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Agreement or any portion of it, or of the Work provided for in the Agreement, or of its right, title, or interest in the Agreement, to any person, firm, partnership, or corporation without the prior written consent of NTD. Any such prohibited action shall be void and of no force or effect. For breach or violation of the above stipulation, NTD shall have the right to annul this Agreement without liability.

15.2 The Contractor shall not subcontract any portion of the Work required for the

completion of this Agreement without the prior written approval of NTD. The form of any subcontract shall be as developed by the Contractor and must be approved by NTD.

15.3 NTD may assign this Agreement at any time and will provide timely notice to the Contractor regarding such assignment.

ARTICLE 16. SAFETY AND SECURITY

16.1 The Contractor assumes full responsibility for the safety and security of its Work. All Work shall be performed in a manner that will ensure the safety of personnel and the Work, and prevent safety hazards and exposure of personnel and equipment to hazardous or potentially hazardous conditions. The performance of all Work shall comply with the requirements of the United States Department of Labor, the Federal Occupational Safety and Health Administration (OSHA) provisions, as well as the requirements of State and local regulations.

16.2 The Contractor shall take all steps necessary to protect public safety in and around all Work areas and shall comply with all State rules and regulations including attending safety certification training. Prior to the start of Revenue Service on a daily basis, Contractor shall ensure that all necessary provisions are taken, including the following, to ensure public safety. Proper signage and barricades shall be placed around all work areas to facilitate pedestrian flow and prevent personal injury. Floor surfaces shall be left in a sound and level condition, and all tripping hazards shall be eliminated. Contractor shall take additional safety precautions when, in the opinion of NTD, unsafe conditions exist.

16.3 Stations and other property where and when the Contractor or its subcontractor(s) are engaged in Work activities shall be protected by the Contractor and/or its subcontractor(s) at all times. The Contractor shall not create any conditions which compromise safety and security or allow unpaid use of NTD services or property.

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

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

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

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

- 17.1 The Contractor unconditionally warrants and guarantees to NTD the System and all components of the System, including but not limited to underlying software, throughout the duration of the Operation and Maintenance Period. The Contractor shall certify in writing at the time of Final Acceptance of the System that all materials and workmanship supplied under the Agreement are: 1) in compliance with the Agreement requirements, 2) fit for the intended purpose, as specified in the Agreement, and 3) free of defects in material and workmanship.
- 17.2 The Contractor additionally represents and warrants that: 1) the Contractor has reviewed and evaluated, or shall review and evaluate, all information furnished by NTD whether in the Scope of Work, design meetings, reviews or testing, 2) the Contractor has made or shall make all inquiries necessary such that Contractor is fully aware of the business requirements and intended uses of the System, 3) all Work performed by the Contractor shall satisfy such requirements in all material respects, and 4) the Contractor is not aware of any material discrepancies among the objectives set forth in the Scope of Work.
- 17.3 The Contractor further represents and warrants that the design and manufacture of the System will reflect its intended use as defined in the Agreement, and the System will meet the standards of safety and reliability for the intended environment, as specified in the Agreement, and all applicable federal, State and, to the extent applicable, local design and construction codes, ordinances and standards.
- 17.4 The Contractor shall maintain objective evidence that the System meets the contractual requirements, and document any areas where the contractual requirements are not met and shall provide copies of the same to NTD upon request. This provision shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

ARTICLE 19. PROTECTION OF CONFIDENTIAL INFORMATION

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

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

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

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

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

Unless otherwise agreed to in writing by NTD, such a plan shall be offered to each such individual free of charge and shall consist of, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

ARTICLE 21. REVISIONS IN ORGANIZATION

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

ARTICLE 22. BREACH

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

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

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

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

ARTICLE 23. TERMINATION

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

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

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

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

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

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

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

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

ARTICLE 24. OFFICIAL NOTICE BETWEEN PARTIES TO AGREEMENT

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

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

(1) When NTD is to receive such Notice-

Kimberlee Morton, CEO
Norwalk Transit District
275 Wilson Avenue
Norwalk, Connecticut 06854;

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

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service – “Certified Mail” to the address recited herein as being the address of the party(ies) to receive such Notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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

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

ARTICLE 25. RIGHT OF SET-OFF

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

ARTICLE 26. ADMINISTRATIVE & STATUTORY REQUIREMENTS

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

Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the Workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No.7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M: Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, NTD shall provide a copy of these orders to the Contractor.

26.2 Specific Equal Employment Opportunity Responsibilities. The Contractor hereby acknowledges and agrees to comply with the "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2013), as may be amended from time to time, a copy of which is attached hereto and made a part hereof as Attachment E of RFP #2017-03.

26.3 Ethics.

(a) Pursuant to the requirements of § 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to § 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Agreement as if the summary is fully set forth herein.

(b) The Contractor hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy," June 1, 2007, a copy of which is attached hereto and made part hereof as Attachment E of RFP #2017-03.

(c) The Contractor shall comply with the provisions contained in § 1-86e of the Connecticut General Statutes, which provides as follows:

(1) No person hired by NTD as a consultant or independent contractor shall:

(i) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;

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

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

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

26.4 Reserved.

26.5 Title VI Contractor Assurances. As a condition to receiving federal financial assistance under the Agreement, if any, the Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d–2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the “Title VI Contractor Assurances,” a copy of which is attached to this Agreement as Attachment E of RFP #2017-03.

26.6 Set-Aside Goal. Contractor agrees to comply with the “Special Provision, Small Contractor and Small Contractor Minority Business Enterprises (Set-Aside)” (March 2001), attached to this Agreement as Attachment E of RFP #2017-03, with respect to the Small Business Enterprise (SBE) or other Set-Aside goal assigned to this Agreement as specified in Attachment E of RFP #2017-03 at section II(A).

26.7 Jurisdiction and Forum. The parties deem the Agreement to have been made in the City of Norwalk, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Norwalk only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

26.8 Reserved.

26.9 Force Majeure. The term “Force Majeure” as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Contractor and which by the

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

26.10 Reserved.

26.11 Reserved.

26.12 Non-waiver of NTD's Immunities. Nothing in the Agreement shall be construed as a modification, compromise or waiver by NTD of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to NTD or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

26.13 Sovereign Immunity. It is understood and agreed by the parties hereto that the Contractor shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, including any suit between NTD and the Contractor, unless requested to do so by NTD.

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

26.15 Reserved.

26.16 Nondiscrimination. References in this section to "Contract" or "contract" shall mean this Agreement.

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

(i) "Commission" means the Commission on Human Rights and Opportunities;

- (ii) “Contract” and “contract” include any extension or modification of the Contract or contract;
- (iii) “Contractor” and “contractor” include any successors or assigns of Contractor or contractor;
- (iv) “gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose;
- (v) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (vii) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (viii) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
- (ix) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of § 32-9n of the Connecticut General Statutes ; and

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

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

- (b) (1) Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the work involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor agrees to comply with each provision of this Article and §§ 46a-68e and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by

said Commission pursuant to §§ 46a-56, 46a-68e and 46a-68f of the Connecticut General Statutes; and (5) Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Contractor as relate to the provisions of this section and § 46a-56 of the Connecticut General Statutes. If the contract is a public works contract, Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of Contractor's good faith efforts shall include, but shall not be limited to, the following factors: Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with NTD and/or the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Connecticut General Statutes; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of NTD and the State and NTD and the State may so enter.
- (f) Contractor agrees to comply with the regulations referred to in this Article as they exist on the date of this Contract and as they may be adopted or amended from time to time during the Term of this Contract and any amendments thereto.
- (g) (1) Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the Connecticut General Statutes; and (4) Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Contractor which relate to the provisions of this section and § 46a-56 of the Connecticut General Statutes.

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

ARTICLE 27. TANGIBLE PERSONAL PROPERTY

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

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

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

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

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

ARTICLE 28. THIRD PARTY AGREEMENTS

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

in privity of contract with the third party or parties.

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

- 29.1 NTD, the State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and NTD's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- 29.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by NTD, the State and its agents.
- 29.3 NTD and/or 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 NTD and/or the State suspects fraud or other abuse, or in the event of an emergency, NTD and/or the State is not obligated to provide any prior notice.
- 29.4 The Contractor shall keep and preserve or cause to be kept and preserved all of its and the Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. NTD and/or the State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 29.5 The Contractor shall cooperate fully with NTD and/or the State and its agents in connection with an audit or inspection. Following any audit or inspection, NTD and/or the State may conduct and the Contractor shall cooperate with an exit conference.
- 29.6 The Contractor shall incorporate this entire Article verbatim into any contract or other agreement that it enters in to with any Contractor Party.

ARTICLE 30. PUBLIC RECORDS; FOIA

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

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

30.2 In accordance with § 4d-35 of the Connecticut General Statutes, any public record which NTD provides to the Contractor or Contractor’s Parties shall remain a public record for the purposes of subsection (a) of § 1-210 of the Connecticut General Statutes and as to such public records, NTD, the Contractor and Contractor’s Parties shall have a joint and several obligation to comply with the obligations of NTD under the Freedom of Information Act, as defined in § 1-200 of the Connecticut General Statutes, provided that the determination of whether or not to disclose a particular record or type of record shall be made by NTD.

30.3 In accordance with § 4d-36 of the Connecticut General Statutes, neither the Contractor nor Contractor’s Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor’s Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in § 1-200 of the Connecticut General Statutes, as it may be modified from time to time.

30.4 In accordance with § 4d-37 of the Connecticut General Statutes, neither the Contractor nor Contractor’s Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this section, “public records” shall have the meaning set forth in § 1-200 of the Connecticut General Statutes, as it may be modified from time to time.

30.5 In accordance with § 4d-38 of the Connecticut General Statutes, if the Contractor or Contractor Parties learn of any violation of the provisions of §§ 4d-36 or 4d-37 of the Connecticut General Statutes they shall, no later than seven (7) calendar days after learning of such violation, notify the CEO of NTD of such violation.

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

NORWALK TRANSIT DISTRICT

By: _____
KIMBERLEE MORTON
CEO

Date: _____

(CONTRACTOR)

By _____
(NAME)
(TITLE)

Date: _____

SCHEDULE A

Scope of Work

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

SCHEDULE B

Pricing Summary

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

**NORWALK TRANSIT DISTRICT
TICKET VENDING MACHINE SYSTEM**

RFP # 2017-03

ATTACHMENT D

**NTD PROTEST POLICY AND
PROCEDURES**

NORWALK TRANSIT DISTRICT PROTEST POLICY AND PROCEDURES

It is the policy of **NORWALK TRANSIT DISTRICT** that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is **NTD's** intention that its procurement process provides for fair and open competition in compliance with federal and state laws and **NORWALK TRANSIT DISTRICT** policies.

NORWALK TRANSIT DISTRICT has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at **NTD's** Administrative Offices, 275 Wilson Avenue, Norwalk, CT 06854 and available upon request.

APPLICABILITY

This regulation is applicable to all **NORWALK TRANSIT DISTRICT** employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against **NORWALK TRANSIT DISTRICT** in the Pre-Bid, Pre-Award and Post-Award procurement phase.

DEFINITIONS

“Common Grant Rules” refers to the Department of Transportation regulations “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients/subrecipients of Federal assistance including Indian tribal governments.

“Interested Party” means a party that is an actual or prospective firm submitting a quotation or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an “interested party”.

“Protest” means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential firm submitting a quotation's or contractor's remedy for correcting a perceived wrong in the procurement process. See “Types of Protests” below.

“Protester” means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an “interested party”.

“Types of Protests” there are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

1. A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by **NORWALK TRANSIT DISTRICT** requesting bids from vendors or other interested parties.
2. A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

3. A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or **NORWALK TRANSIT DISTRICT** policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

STANDARDS

All Protests must be filed in writing to:

Norwalk Transit District
Kimberlee A. Morton
Norwalk Transit District
275 Wilson Avenue
Norwalk, CT 06854

No other locations are acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation. A Protester must exhaust all of protest administrative remedies before pursuing a protest with the FTA.

Norwalk Transit District's CEO, Kimberlee Morton, or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the CEO or Designee must be in writing and shall include a response to each substantive issue raised in the Protest. The CEO's decision shall constitute **NTD's** final administrative determination.

If **NORWALK TRANSIT DISTRICT** postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, **NORWALK TRANSIT DISTRICT** will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until the CEO or Designee has issued its final Decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

Reviews of Protests by FTA are limited to 1) failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision by the CEO, or Designee is rendered. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region I
Transportation Systems Center
Kendall Square

55 Broadway, Suite 920
Cambridge, MA 02141-1093
Phone: 617-494-2055
Fax: 212-668-2136

NTD RESPONSIBILITIES TO FTA

NTD will notify FTA when they receive a third party contract protest to which the FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep FTA informed about the status of the Protest including any appeals.

NTD will provide the following information to FTA:

Subjects: **A list of Protests involving third party contracts and potential third party contracts that:**

- ✓ Have a value exceeding \$100,000, or
- ✓ Involve controversial matter, irrespective of amount, or
- ✓ Involve a highly publicized matter, irrespective of amount.

Details: **The following information about each Protest:**

- ✓ A brief description of the Protest,
- ✓ The basis of disagreement, and
- ✓ If open, how far the Protest has proceeded, or
- ✓ If resolved, the agreement or decision reached, and
- ✓ Whether an appeal has been taken or is likely to be taken.

When and Where: **NTD will provide this information:**

- ✓ In its next quarterly Milestone Progress Report, and
- ✓ At its next Project Management Oversight review, if any.

1. **Officials to Notify:** When NTD denies a bid Protest, and an appeal is likely to occur, NTD will inform the FTA Regional Administrator for Region I or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

NTD will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require NTD to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

****NORWALK TRANSIT DISTRICT** reserves the right to modify its protest procedures for the procurement of commodities such as diesel fuel, as award notification must be on the date of the bid opening or within a relatively short period of time thereafter as pricing is tied to market pricing and subject fluctuations of the market.

**NORWALK TRANSIT DISTRICT
TICKET VENDING MACHINE SYSTEM**

RFP # 2017-03

ATTACHMENT E

**Federal Transit Administration
Required Clauses and Other Required Forms**

**REQUIREMENTS OF THE FEDERAL TRANSIT ADMINISTRATION
OF THE U.S. DEPARTMENT OF TRANSPORTATION**

The following attached clauses are appendices and are herein incorporated by reference and made a part of the contract.

No Government Obligation to Third Parties
Program Fraud and False or Fraudulent Statements and Related Acts
Access to Records and Reports
Federal Changes
Civil Rights Requirements
Incorporation of Federal Transit Administration (FTA) Terms
Energy Conservation Requirements
Termination
Government-wide Debarment and Suspension
Buy America
Breaches and Disputes Resolution
Lobbying
Clean Air and Water Requirements
Cargo Preference – Use of United States Flag Vessels
Fly America Requirements
Disadvantaged Business Enterprise (DBE)
Prompt Payment (DBE)
Recycled Products
ADA Access
Safe Operation of Motor Vehicle
Protection of Sensitive Security and Other Sensitive Information
Metric Measurements
Use of \$1 Coins
Conformance with ITS National Architecture

Signed:

Authorized Corporate Official

Date

FEDERAL REQUIREMENTS

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

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

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

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

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

FEDERAL CHANGES

The Contractor agrees to comply with 49 CFR Part 18. The Federal Changes requirement applies to **all contracts**. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

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

CIVIL RIGHTS AND EQUAL OPPORTUNITY

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

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

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

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated July 1, 2010 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Norwalk Transit District requests which would cause Norwalk Transit District to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

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

TERMINATION PROVISIONS

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the District may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies/equipment delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the District that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the District, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The District, in its sole discretion may, in the case of a termination for breach or default, allow the

Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

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

Waiver of Remedies for any Breach

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

DEBARMENT AND SUSPENSION

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

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

BUY AMERICA REQUIREMENTS

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 (\$100,000 for grants obligated on or before December 25, 2014) of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [The Federal Transit Administration's Buy America website](#).

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification contained in this document with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub Proposers.

On September 16, 2016, FTA's Chief Counsel issued a [policy letter](#) to the industry clarifying the definition of "small purchases" for general public interest waivers from Buy America program requirements. The FAST Act set the small purchase waiver at \$150,000 or less; that threshold will not increase with future adjustments made to the simplified acquisition threshold under the Federal Acquisition Regulation (FAR). Additionally, the small purchase waiver is now included in the Buy America statute at 49 USC 5323(j)(13) and applies to purchases, regardless of the size of the project.

FTA Issues Final Buy America Policy Guidance for Phased Increase of Domestic Content for Procurement of Transit Rolling Stock

On September 1, 2016, the Federal Transit Administration (FTA) issued final Buy America [policy guidance](#) advising transit agencies and transit vehicle manufacturers how to implement a phased increase in domestic content requirements for transit rolling stock procurements from 60 percent to more than 70 percent by fiscal year 2020. The phased increase is required by the Fixing America's Surface Transportation (FAST) Act and is the first increase since 1991.

Under the FTA final policy guidance, the Buy America domestic content requirements for transit rolling stock procurements for railcars and buses will be based on the scheduled delivery date of the first production vehicle. The domestic content minimum for fiscal years 2016 and 2017 is more than 60 percent; for fiscal years 2018 and 2019, it is more than 65 percent; and for fiscal year 2020 and beyond it is more than 70

percent. FTA is also providing a limited public interest waiver for solicitations and contracts that were underway when the FAST Act was enacted in 2015.

Buy America Overview

FTA's Buy America requirements prevent FTA from obligating an amount that may be appropriated to carry out its program for a project unless "the steel, iron, and manufactured goods used in the project are produced in the United States." 49 U.S.C. § 5323(j)(1). FTA's Buy America requirements apply to third-party procurements by FTA grant recipients. A Grantee must include in its bid or request for proposal (RFP) specification for procurement of steel, iron or manufactured goods (including rolling stock) an appropriate notice of the Buy America provision and require, as a condition of responsiveness, that the bidder or offeror submit with the bid or offer a completed Buy America certificate in accordance with 49 CFR §§661.6 or 661.12.

Under limited circumstances, FTA may waive Buy America if FTA finds that: (1) application of Buy America is inconsistent with the public interest; (2) the steel, iron, and goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality; or (3) including domestic material will increase the cost of the overall project by more than 25 percent for rolling stock. The process for seeking a waiver is set forth in 49 CFR part 661. Grantees are encouraged to apply for a waiver as soon as possible and to provide detailed requests in order to expedite FTA's review of waiver requests. FTA's determination on waiver requests will be published in the Federal Register for notice and comment.

When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be more than:

- more than 60 percent for FY2016 and FY2017
- more than 65 percent for FY2018 and FY2019
- more than 70 percent for FY2020 and beyond

Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663.

The phased increase in domestic content was included in the FAST Act. Please consult the [Buy America FAST Act Fact Sheet](#) for more information.

Unlike rolling stock, manufactured goods must be 100 percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). FTA has issued a number of guidance letters discussing manufactured goods. See [Buy America Guidance Letters](#).

VIOLATION AND BREACH OF CONTRACT

All contracts in excess of the Simplified Acquisition Threshold (**currently set at \$150,000**) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. For purchases with grants issued on or before December 25, 2014 the threshold applied is **\$100,000**.

Rights and Remedies of the AGENCY

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

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

Rights and Remedies of Contractor

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

Remedies

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

Disputes

The District and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the District and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the District's direction or decisions made thereof.

Performance during Dispute

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

Claims for Damages

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

Remedies

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

Rights and Remedies

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

LOBBY RESTRICTIONS

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and complete the required form submittal contained in this document.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the District to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor agrees:

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

CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS

The contractor agrees:

- a to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA REQUIREMENTS

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

ADA ACCESS - ACCESS FOR INDIVIDUALS WITH DISABILITIES

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §

794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. *Accessibility*. Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38

SAFE OPERATION OF MOTOR VEHICLES

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance. The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROTECTION OF SENSITIVE SECURITY AND OTHER SENSITIVE INFORMATION

The Contractor agrees to comply with the following requirements for the protection of sensitive security information.

The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 15.

The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 1520, and

The Contractor is required to implement, reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

METRIC MEASUREMENTS

NTD will accept property and services with dimensions expressed in metric measurements, to the extent practicable and feasible, in compliance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," July 25, 1991, 15 U.S.C. Section 205a note; and applicable Federal regulations.

USE OF \$1 COINS

To comply with Section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. Section 5312(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing \$1 coins.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

STATE AND NTD REQUIREMENTS

STATE OF CONNECTICUT REQUIREMENTS

REQUIREMENTS OF THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION

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

State Requirements:

- State of Connecticut Code of Ethics
- Connecticut Required Contract/Agreement Provisions Specific Equal Employment Opportunity Responsibilities
- Executive Orders (3, 16, 17)
- Jurisdiction and Forum Language
- Audit and Inspection of Plants, Places of Business, and Records
- Environmental Law and Compliance
- Insurance Types and Thresholds
- NTD Code of Ethics

Signed:

Authorized Corporate Official

Date

Signed:

Authorized Corporate Official

Date



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

SUBJECT: Code of Ethics Policy

June 1, 2007

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)

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.

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

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

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

SEC. 2. SUBCONTRACTORS.

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

SEC. 3 EMPLOYEES.

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

SEC. 4. REPORTS.

- a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.C. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.C. 3-1.
- b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require

the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

- c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the labor Commissioner may define such minority groups or persons.
- d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. three shall have access to these reports for inspection or copying during regular business hours.
- e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or surrendered by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

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

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

- a. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:
Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.
- b. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be submitted.

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

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor

Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance the Labor Commissioner may request.

SEC. 7 INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standard, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. Hearings.

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

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITITES.

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

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

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

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 14, 1971, AND THE GENERAL STATUES OF ONNECTICUT.

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

Signed by: Jack A. Fusari
Labor Commissioner

State of Connecticut by His Excellency
John G. Rowland
Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and/or violent acts, and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

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

1. That all state agency personnel, contactors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

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

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.

4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

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

Signed by: John G. Rowland, Governor

Files this 4th day of August 1999
Susan Bysiewicz, Secretary of the State

THOMAS J. MESKILL, GOVERNOR
EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

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

I

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

II

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

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contact directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public

announcement was published or promulgated advising of the program concerned.

IV

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

V

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

VI

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

VII

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

VIII

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

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

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

Signed by: Thomas J. Meskill
Governor _____

Jurisdiction and Forum Language: The parties deem the Agreement to have been made in the City of Norwalk, State of Connecticut. Accordingly the Parties agree this Agreement is governed by the laws and court decisions of the State of Connecticut without giving effect to its conflict of law provisions. The Second Party irrevocably consents with respect to any claims or remedies at law or inequity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or Agreement).

Audit and Inspection of Plants, Places of Business, and Records: The District and 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 plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

The Contractor shall maintain accurate and complete records and shall make all of its records available at all reasonable hours for audit and inspection by the District and the State of its agents.

All requests for any audit or inspection will be made 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, no obligation to provide any prior notice is required.

The Contractor shall keep and preserve or cause to be kept and preserved all of its records until three (3) years after the later 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 or the District 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.

The Contractor shall cooperate fully with an audit or inspection. Following any audit or inspection, an exit conference may be conducted in which the Contractor shall cooperate and participate.

Environmental Law and Compliance: - The Second party shall be responsible to comply with all federal and state environmental laws and regulations including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible to comply with OSHA regulations. The Second Party will hold the State and the District harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

INSURANCE TYPES AND THRESHOLDS

INSURANCE CERTIFICATES REQUIRED: Before any contract is executed, the successful contractor(s) will be required to file with the Norwalk Transit District, prior to the commencement of work under this contract or within twenty (20) days from the date of notification (whichever occurs first) a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within the specified time frame will allow the District to re-award the contract or re-bid the project, as it deems necessary. Insurance certificates must document that the Vendor commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the District in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto with the District and the State being named as an additional insured with the following minimum liability insurance coverage at no direct cost to the District or the State.

Contractor shall assume any and all deductibles in the described insurance policies. The contractor's insurers shall have no right of recovery or subrogation against the District or the State and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the District or the State. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 60 days prior written notice by certified mail has been given to the District and the State. "Claims Made" coverage is unacceptable.

A. COMMERCIAL GENERAL LIABILITY (as applicable)

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

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired, leased or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing for a total of (a) ONE MILLION DOLLARS (\$1,000,000.00) for vehicles with a seating capacity of ten(10) or less passengers, (b) One Million Five Hundred Thousand Dollars (\$1,500,000) for vehicles with a seating capacity of fourteen (14) or less passengers, and (c) Five Million Dollars (\$5,000,000) for vehicles with a with a seating capacity of fifteen (15) or more passengers, for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

C. WORKERS' COMPENSATION

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

D. UMBRELLA LIABILITY

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

E. ERRORS AND OMISSIONS INSURANCE:

The CONSULTANT shall provide errors and omissions insurance for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

The Contractor agrees to furnish to the NTD "Certificate of Insurance, in conjunction with Items A, B, C, and D above, fully executed by an insurance company or companies satisfactory to the District and the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremens and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the certificate of insurance. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Contractor hereby indemnifies and shall defend and hold harmless the District and the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage are the responsibility of the contractors. Insurance requirements will be strictly enforced. Contractors should hand carry or mail Insurance Certificates to the Norwalk Transit District, C/O Project Manager of NTD, Lori Richards, 275 Wilson Avenue, Norwalk, CT 06854. Purchase orders WILL NOT be issued without receipt of properly executed insurance certificates.

THE NORWALK TRANSIT DISTRICT CODE OF ETHICS/CONDUCT

Statement of Policy

The Norwalk Transit District operates a public service, using public funds and facilities. As such, all officers, employees, board members or agents engaged in the award of administration of third party contracts or sub agreements financed with Federal or State assistance have a responsibility to safeguard public assets and maintain the highest standards of ethical conduct in their performance of public business. The Company's adopted Code of Ethics is consistent with the policies established by the Connecticut Department of Transportation for its employees.

Acceptance of Gifts or Gratuities

Norwalk Transit District's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Norwalk Transit District has set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. If an employee has any question regarding the definition of de minimis or nominal intrinsic value they should direct in writing and confer immediately with the CEO. It further agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Norwalk Transit District agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents.

No officers, employees, board members or agent including shall, either individually or as a member of a group, directly or indirectly, solicit or accept any gift or gratuity from any person or organization with whom he/she has, has had, or may expect to have, a business relationship which would cause, or create the appearance of, a conflict with or influence the performance of the employee's duties.

It is especially important that employees who are in any way involved in making or recommending procurement decisions, in writing specifications for Company purchases, or in reviewing the performance of Company suppliers or contractors, exercise special care to avoid even the appearance of a conflict of interest.

This policy extends to the solicitation or acceptance of special treatment or personal discounts from an outside vendor, as well as specific items of monetary value.

Any offers of gifts, gratuities, personal discounts, or other special favors to Company employees must be courteously, but firmly, refused or returned. When it is necessary to do so, employees should, for their own protection, document their actions, citing this policy.

Personal Conflict of Interest

The Norwalk Transit District's code of conduct prohibits its' employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by State and Federal assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

Organizational Conflicts of Interest.

The Norwalk Transit District's code of conduct includes procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities,

result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work. Engaging in practices that result in organizational conflicts of interest: Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:

- a Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to NTD due to other activities, relationships, contracts, or circumstances.
- b Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

Use of Public Facilities

Personal use of Company facilities, vehicles, equipment, supplies, and services is strictly prohibited. Company facilities, equipment, supplies, and services shall be used only for proper business purposes. This policy applies to the use of Company employees to perform personal favors or tasks, even if reimbursement is made. Likewise, use of Company facilities and/or equipment (included are tools, pits, lifts, electrical power, etc.) for servicing employee's personal vehicle or any personal property, taking office supplies for personal use, personal use of office copying equipment and telephones, and misuse of petty cash accounts, can be serious violations of this policy.

An exception is made for personal copying of an incidental nature where it is impractical to make personal copies outside the office. In such instances, you must reimburse the Company the established rate for each copy. Payment should be made to the Director of Finance. Employees are expected to perform personal copying on their own time. Employees who abuse this privilege by making an excessive number of personal copies, failing to reimburse the Company as required, and/or leaving copier equipment in unserviceable condition will be subject to disciplinary action.

As a general policy, employees should not place or receive personal telephone calls during working hours. Employees should not use Company telephones for personal calls. It is understood that on occasion, exceptions to these general policies may be necessary. However, employees who abuse telephone privileges by making or receiving an excessive number of personal calls, or whose personal calls involve an inordinate amount of work time, will be subject to disciplinary action.

In addition, employees should not use Company telephones for personal toll calls (whether in-state or out-of-state). It is understood that on occasion, exceptions to this policy may be necessary -- for example, an employee needing to inform family members he or she will be working late. Employee who needs to use a Company telephone for a personal toll call under such special circumstances must inform their supervisor.

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

No employee shall accept employment with, or have, either directly or indirectly, a financial interest in any enterprise doing business with the Norwalk Transit District which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Company. If an employee is in the position of dealing on behalf of the Company with another firm in which he/she has such a financial interest, responsibility should be delegated to another employee. As a general policy, employees in a position to influence company business decisions must maintain an "arm's length" relationship at all times when dealing with outside interests.

All employees are also required to comply with Sections 1-79 through 1-89 of the CGS entitled Code of Ethics for Public Officials and are additionally advised that certain political activities governed by the Federal Hatch Act and CT Statute 5-

266a may also result in a conflict of interest for The Norwalk Transit District employees. For further detail regarding the cited references please see the Human Resource Department.

Penalties

Given the Company's overriding responsibility for the proper use of public funds and facilities, employees found to be in violation of the foregoing policies will be subject to discipline, including possible immediate discharge.

REQUIRED PROPOSAL/BID FORMS

REQUIRED PROPOSAL/BID FORMS

The following forms represent required proposal/bid forms that must be completed and returned concurrently with your proposal/bid. Failure to submit all of the forms may render your proposal/bid non-responsive.

- Affirmative Action Policy Statement
- Affirmative Action Assignment of Responsibilities
- Affirmative Action Company Data Sheet
- Affidavit of Non-Collusion/Conflict of Interest
- Affidavit of Suspension and Debarment
- Title VI Contractor Assurance
- Buy America Form
- Lobbying Form
- Fly America Form
- DBE Policy Statement and DBE Utilization Form
- DBE Participation Schedule
- Contractor DBE Form
- SBE Policy Statement and SBE Utilization Form
- SBE Participation Schedule
- Contractor SBE Form
- Approved Equal Form
- Responsibility Form
- Acknowledgement of Addenda

Signed:

Authorized Corporate Official

Date

Signed:

Authorized Corporate Official

Date

AFFIRMATIVE ACTION PLAN

Company Name _____

Address _____

City/State/Zip _____

Area Code/Phone Number _____

Area Code/Fax Number _____

Contact Person _____

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, sex, national origin or disability. Such action shall include: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. This policy and practice applies to all persons.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations executive orders and the EEO contract provisions, including but not limited to those listed below:

1. Civil Rights Act of 1964, as amended
2. Title 23 U.S.C. 140
3. Title 23 CFR Part 200 and 230
4. Title 49 C.F.R. Part 21 & 26
5. Governor's Executive Orders #3 and #17
6. Connecticut Fair Employment Practices Act
7. Americans with Disabilities Act of 1990
8. Public Act No. 91-58
9. Specific Equal Employment Opportunities Responsibilities
10. Required Contract Provisions Federal Aid Construction Contracts
11. A (76) Affirmative Action Requirements
12. Training Special Provision
13. Minority Business Enterprises as Subcontractors
14. Standard Federal Equal Employment Opportunity Construction Contract Specification
15. Nondiscrimination Act

In implementing this policy and ensuring that equal opportunity is being provided to protected class members, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is "An Affirmative Action/Equal Opportunity Employer."

In order to substantiate this firm's efforts and affirmative actions to provide equal opportunity, the firm will maintain

and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain internal EEO/affirmative action audit procedures and reporting, as record keeping systems.

It is understood by me, my Equal Employment Opportunity Officer and my supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm's affirmative action program and/or failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female applicants, in accordance with our affirmative action program in each instance of hire, will result in this firm being to recommit itself to a modified and more stringent affirmative action program prior to receiving approval. It is recognized that an approved affirmative action program is a prerequisite for performing services for the contracting agency.

Managers and supervisors are advised of their responsibilities to ensure the success of the program. The ultimate responsibility for the Affirmative Action Program rests with the Chief Executive Officer. However, the day-to-day duties will be coordinated by _____, who
(Name / Title)
has been designated the Equal Opportunity Officer of this firm.

This Affirmative Action Plan has my whole-hearted support. In addition, each manager and supervisor, as well as all employers, are directed to aid in the development and implementation of the program and will be responsible for compliance to its objectives.

Signature of Chief Executive Officer

Date

ASSIGNMENT OF RESPONSIBILITIES

The contractor/consultant shall designate a responsible official to monitor all employment related activity to ensure that the firm's EEO policy is being implemented.

I hereby appoint _____ as the Equal Employment Opportunity Officer of this firm.

Equal Employment Opportunity Officer

The contracting officers and equal opportunity officer (hereinafter referred to as the EEO Officer) shall have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

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:

The EEO Officer's responsibilities shall include the following:

1. Conduct periodic meetings of supervisory and personnel office employees upon hire and not less often than once every six months, at which time the equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the company EEO Officer or another knowledgeable company official.
2. All new supervisory of personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring woman/minority group employees.
4. Develop, Implement and monitor progress in this firm's affirmative action plan.
5. Initiate and maintain contact with unions, recruitment sources and organizations servicing members of protected groups concerning the achievement of affirmative action requirements.
6. Place notices and posters setting forth the firms equal employment opportunity policy in areas accessible to employees, employment applicants and potential employees.
7. The equal employment opportunity policy and procedures to implement such policy will be brought to the attention of employees by meetings, employee handbooks, or other appropriate means.

8. The firm unless precluded by valid bargaining agreement will conduct systematic recruitment 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. The firm's EEO Officer will identify sources of potential; minority group employees and establish with such identified sources, procedures whereby minority group applicant may be referred to the firm for employment consideration.
9. In the event that the firm has a valid bargaining agreement providing for exclusive hiring hall referrals, you are expected to observe the provisions of that agreement to the extent that the system permits the firm's compliance with equal employment opportunity contract provisions.
10. If the firm relies in whole or in part upon unions as a source of employees, you will use your 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.
11. The firm will periodically evaluate the spread of wages paid each classification to determine any evidence of discriminatory wage practices.
12. The firm will promptly investigate all complaints of alleged discrimination made to the firm.
13. 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.
14. 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.

EEO OFFICER SIGNATURE

DATE

CEO/PRESIDENT/OWNER SIGNATURE

DATE

AFFIDAVIT OF NON-COLLUSION/CONFLICT OF INTEREST

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

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

Name	Relationships
_____	_____
_____	_____
_____	_____
_____	_____

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

Firm Name: _____
Address: _____
Authorized by: _____
Signature: _____
Title: _____
Date: _____

Subscribed and sworn to me this ____ day of _____, 20__.

Notary Public

My commission expires _____, 20__.

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

(Failure to complete this form and to submit it with your offer may render this offer non-responsive)

STATE OF CONNECTICUT REQUIRED AFFIDAVIT OF SUSPENSION AND DEBARMENT

(Offerors must submit evidence of SAM registration with their submittal. Additionally check DAS website for list of State debarments)

The State of Connecticut Department of Transportation requires that this certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders as a direct result of this project.

Suspended or debarred Contractors, consulting engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work. The Norwalk Transit District as a part of its obligation to determine if a Vendor meets the responsibility criteria for federal and state contract award, will check prior to award both the State of Connecticut Debarment List and the **System for Award Management (SAM)**. SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at <https://www.sam.gov/portal/SAM/##11>. User guides and webinars are available under the Help tab.

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

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State department or agency; and
- (2) Has not within the prescribed statutory time period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, the Second Party shall attach an explanation to this agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, subcontracts and purchase orders resulting directly from this contract.

- (1) The prospective subcontractors, sub-subcontractors participants certifies, by submission of it/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency; and

- (2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Please note Proposers must be registered with SAM which requires a DUNS number. Please carefully review this section under the state and federal suspension and debarment requirements contained in the procurement documents. We reserve the right to determine the Proposer non-responsive if it fails to be registered with SAM at the time of the proposal submittal.

TITLE VI CONTRACTOR ASSURANCE REQUIRED BY THE STATE OF CONNECTICUT

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the District 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:

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, "USDOT11"), 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.

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.

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.

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.

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.

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.

Managers and supervisors are being advised of their responsibilities to ensure the successful implementation of this policy. This Policy has my whole-hearted support and will be held responsible for compliance to its objectives.

Company Name _____

(if applicable, include d/b/a)

Address _____

City/State/Zip _____

Area Code/Phone Number _____

Area code/Fax Number _____

Contact Person _____

**Buy America Certificate
100% Manufactured Products**

Buy America (For steel, iron, manufactured products)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to the District the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Certificate of Non-Compliance with Buy America Requirements

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

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Note: On December 19, 2014, a joint interim final rule was published, implementing for all Federal award-making agencies the final guidance “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly referred to as the “Super Circular”), which was published by the Office of Management and Budget (OMB) on December 26, 2013. The Super Circular consolidates eight existing grant-related circulars into one set of uniform regulations located in Title 2 of the CFR.

2 CFR Part 200 applies to the administration of all Federal grants, cooperative agreements, and amendments as of December 26, 2014. Procurements under grants and cooperative agreements executed prior to December 26, 2014 continue to be subject to 49 CFR Parts 18 and 19 as in effect on the date of such grants or agreements.

2 CFR Part 200 contains certain notable changes to FTA grants management. The Super Circular increases the simplified acquisition threshold to \$150,000 (per 2 CFR 200.88) to bring it in alignment with the FAR. This new

threshold applies to procurements funded by grants issued on or after December 26, 2014. Procurements funded by grants issued on or before December 25, 2014, are subject to the previous simplified acquisition threshold of \$100,000 (per 18 CFR 36(d)).

Similarly, the Buy America public interest waiver exempts “small purchases” from Buy America regulations, which incorporated by reference a provision from US DOT’s Common Grant Rule (49 CFR 18.36(d)) that set that threshold at \$100,000 or less. This threshold continues to apply for all grants obligated on or before December 25, 2014. On December 26, 2014, however, US DOT’s Common Grant Rule in 49 CFR Part 18 was replaced with a new regulation, 2 CFR Part 1201, which incorporates by reference OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and contains a higher threshold for simplified acquisitions.

Therefore, for grants obligated on or after December 26, 2014, the threshold is raised to match the simplified acquisition threshold set by 2 CFR 200.88, which incorporates by reference the Federal Acquisition Regulation at 48 CFR 2.1 (definitions), and currently is set at \$150,000. This amount will be adjusted periodically for inflation. FTA will continue to base the exemption on the total amount of the project and not on the individual price of items being purchased. For example, if a recipient purchases ten items costing \$20,000 each under a single purchase order, the \$200,000 contract would make the procurement subject to Buy America Requirements, 49 CFR 661.7.

Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name: [Redacted]

* Street 1: [Redacted] Street 2: [Redacted]

* City: [Redacted] State: [Redacted] Zip: [Redacted]

Congressional District, if known: [Redacted]

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

[Redacted]

6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]
--	---

8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted]

* Last Name [Redacted] Suffix [Redacted]

* Street 1: [Redacted] Street 2: [Redacted]

* City: [Redacted] State: [Redacted] Zip: [Redacted]

b. Individual Performing Services (including address if different from No. 10a)

Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted]

* Last Name [Redacted] Suffix [Redacted]

* Street 1: [Redacted] Street 2: [Redacted]

* City: [Redacted] State: [Redacted] Zip: [Redacted]

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: [Redacted]

* Name: Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted]
* Last Name [Redacted] Suffix [Redacted]

Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Fly America Requirements

a Definitions as used in this clause

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**DISADVANTAGED BUSINESS ENTERPRISE
NORWALK TRANSIT DISTRICT POLICY STATEMENT**

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

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

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The NORWALK TRANSIT DISTRICT shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the NORWALK TRANSIT DISTRICT may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with the NORWALK TRANSIT DISTRICT.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the NORWALK TRANSIT DISTRICT deems appropriate.

DBE Participation

For the purpose of this Contract, the NORWALK TRANSIT DISTRICT will accept only DBE’s who are:

1. Certified, at the time of bid opening or proposal evaluation, by the *Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the NORWALK TRANSIT DISTRICT.

DBE Participation Goal

The DBE participation goal for this Contract is set at 0%.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the NORWALK TRANSIT DISTRICT.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the NORWALK TRANSIT DISTRICT will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the NORWALK TRANSIT DISTRICT will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the NORWALK TRANSIT DISTRICT's DBE Officer (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the NORWALK TRANSIT DISTRICT generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority. Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for

work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the NORWALK TRANSIT DISTRICT that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the NORWALK TRANSIT DISTRICT's CEO, Kimberlee Morton. The CEO will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The NORWALK TRANSIT DISTRICT will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the NORWALK TRANSIT DISTRICT's prior written consent. The NORWALK TRANSIT DISTRICT may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the NORWALK TRANSIT DISTRICT in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The NORWALK TRANSIT DISTRICT shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the NORWALK TRANSIT DISTRICT that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and

- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Norwalk Transit District. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The NORWALK TRANSIT DISTRICT to have access to necessary records to examine information as the NORWALK TRANSIT DISTRICT deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the NORWALK TRANSIT DISTRICT, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained.

Sanctions for Violations

If at any time the NORWALK TRANSIT DISTRICT has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the NORWALK TRANSIT DISTRICT may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Signature of Owner or Authorized Representative _____

Title _____

Date _____

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

Firm Name: _____

Signature: _____

Title: _____

Date: _____

Note: This form is to be submitted with the proposal. Please attach the names and addresses of any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated on the form, the form executed and returned with this proposal.

(Failure to complete this form and to submit it with your proposal may render this proposal non-responsive).

CONTRACTOR/DBE FORM

1. Is your firm a registered Disadvantaged Business Enterprise (DBE)?

Yes _____ No _____

If the answer is "Yes", please fill in your DBE Certification Number: _____

2. Does your firm plan to subcontract any of the work or services required under this contract to any subcontractors, or procure items from suppliers?

Yes _____ No _____

If the answer is "Yes", please continue with completing this questionnaire.

If the answer is "No", you may stop here and you do not need to continue to Question 3. Please sign and submit this page.

3. Describe briefly how your firm solicited small businesses, including DBEs, to participate on this contract.

4. Identify the portion(s) of the work or service that were selected for subcontracting and explain why these portions of work were selected:

5. Explain the reasons for rejecting bids and accepting the bids from the selected subcontractor, or supplier:

6. Describe any efforts your firm made to assist small businesses, including DBEs, in obtaining (1) adequate information about this solicitation, and (2) necessary equipment, supplies, bonding, or insurance, among other requirements, to perform this contract:

7. Describe any other steps your firm used to encourage or select small businesses, including DBEs:

The undersigned certifies that the above narrative is true and accurate and may be relied upon by the District in evaluating the Proposer's compliance with the proposal requirements.

Signature of Owner or Authorized Representative _____

Title _____

Date _____

STATE OF CONNECTICUT SMALL BUSINESS ENTERPRISE

SBE Participation Goal

The SBE participation goal for this Contract is set at 0%.

A small business enterprise (SBE) is defined as a company that has:

- Its principal place of business is in Connecticut.
- Gross revenues not exceeding \$15,000,000 during its most recently completed fiscal year; and
- Is “independent.”
 - To be “independent,” the viability of the SBE must not depend upon another person, as determined by an analysis of the small contractor’s relationship with any other person in regards to the provision of personnel, facilities, equipment, other resources and financial support, including bonding.

A minority owned business (MBE) is defined as:

- A small contractor (must meet the above-stated SBE criteria) with at least 51% ownership by one or more persons who:
 - 1) exercises operational authority over daily affairs of the business;
 - 2) has the power to direct the management and policies and receive the beneficial interests of the business;
 - 3) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise and
 - 4) is a member of a “minority,” as that term is defined in [C.G.S. 32-9n\(a\)](#), or who is an individual with a disability.
 - Connecticut law states that “minority” means:
 1. Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin;
 2. Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
 3. all persons having origins in the Iberian Peninsula, including Portugal, regardless of race;
 4. women;
 5. Asian Pacific Americans and Pacific islanders; or
 6. American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

SBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% SBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the SBE goal of %) is committed to a minimum of _____% SBE utilization on this contract and submits documentation demonstrating good faith efforts.

Signature of Owner or Authorized Representative _____

Title _____

Date _____

SBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all Small Business Enterprise (SBE's) participating in the CONTRACT. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

SBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

Firm Name: _____

Signature: _____

Title: _____

Date: _____

Note: This form is to be submitted with the proposal. Please attach the names and addresses of any and all SBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated on the form, the form executed and returned with this proposal.

(Failure to complete this form and to submit it with your proposal may render this proposal non-responsive).

CONTRACTOR/SBE FORM

1. Is your firm a registered Small Business Enterprise (SBE)?

Yes _____ No _____

If the answer is "Yes", please fill in your SBE Certification Number: _____

2. Does your firm plan to subcontract any of the work or services required under this contract to any subcontractors, or procure items from suppliers?

Yes _____ No _____

If the answer is "Yes", please continue with completing this questionnaire.

If the answer is "No", you may stop here and you do not need to continue to Question 3. Please sign and submit this page.

3. Describe briefly how your firm solicited small businesses, including SBEs, to participate on this contract.

4. Identify the portion(s) of the work or service that were selected for subcontracting and explain why these portions of work were selected:

5. Explain the reasons for rejecting bids and accepting the bids from the selected subcontractor, or supplier:

6. Describe any efforts your firm made to assist small businesses, including SBEs, in obtaining (1) adequate information about this solicitation, and (2) necessary equipment, supplies, bonding, or insurance, among other requirements, to perform this contract:

7. Describe any other steps your firm used to encourage or select small businesses, including SBEs:

The undersigned certifies that the above narrative is true and accurate and may be relied upon by the District in evaluating the Proposer's compliance with the proposal requirements.

Signature of Owner or Authorized Representative _____

Title _____

Date _____

APPROVED EQUAL FORM

Proposer

RFP Part ____ Section Number _____ Section Title _____

Proposer's Request:

The District's Response:

Approved:

Denied:

Noted:

See Addendum:

Comments:

Procurement Officer: _____

Date: _____

RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

1. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question. If any representation is not accurate and complete at the time Bidder/Proposer signs this Questionnaire, Bidder/Proposer must, as part of its Bid/Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to this Questionnaire. If this space is left blank, Bidder/Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on this Questionnaire:
2. All information must be legible.
3. The term "Bidder" includes the term "Proposer" and also refers to the firm awarded the Contract. The term "Bid" includes the term "Proposal".
4. If during the performance of this Contract, either of the following occurs, Bidder shall promptly give notice in writing of the situation to NTD's CEO, and therefore cooperate with NTD's review and investigation of such information.
 - i) Bidder has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
 - ii) Events occur or circumstances change so that an answer to any question is no longer accurate or complete.
5. In NTD 's sole discretion, the following shall constitute grounds for NTD to take remedial action up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed if:
 - i) Bidder fails to notify the PROJECT MANAGER as required by "4" above:
 - ii) Bidder fails to cooperate with NTD's request for additional information as required by "4" above.
6. NTD reserves the right to inquire further with respect to Bidder's responses; and Bidder consents to such further inquiry and agrees to furnish all relevant documents and information as requested by NTD. Any response to this document prior or subsequent to Bidder's Bid which is or may be construed as unfavorable to Bidder will not necessarily automatically result in a negative finding on the question of Bidder's responsibility or a decision to terminate the Contract if it is awarded to Bidder.

PART II - IDENTITY OF PROPOSER

Company Full Legal Name: _____

Contact Person: _____

Legal Address: _____

Legal Telephone Number: _____

Indicate all other names by which this organization has been know and the lengths of time know by each name. Please attach additional pages as needed.

Company Federal taxpayer identification number _____

Operating as one of the following forms of legal entity (Check whichever applies and fill in any appropriate blanks):

- _____ An individual or sole proprietorship
- _____ A general partnership
- _____ A limited partnership or LLP
- _____ A joint venture consisting of: _____
and _____
(List all joint ventures on a separate sheet if this space is inadequate.)
- _____ A non-profit organization
- _____ A corporation, or LLC organized or incorporated under the laws of the following state or country:
_____ on the following date: _____.

1. If the organization is a corporation, indicate the following:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-President's name: _____

Secretary's name: _____

2. Certificate of Incorporation been previously filed with NTD (corporation only)

Yes _____ No _____ If "NO", attach a certified copy

3. How many years has this organization been in business under its present business name? _____

4. How many employees does this organization have? _____

5. If the organization is an individual or a partnership, answer the following:

Date of organization: _____

Name and address of all partners (state whether general or limited partnership)

Please attach additional pages as needed.

6. If the organization is other than a corporation or partnership, describe the organization and name its principals. Please attach additional pages as needed:

7. List the States in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. Please attach additional pages as needed.

8. Trade References. List names, addresses and telephone numbers of three firms with whom your organization has regular business dealings. Please attach additional pages as needed.

9. List below the names, business addresses, telephone numbers and contact person(s) of three Companies for which similar work is performed in the previous three (3) years, (**make your references aware that NTD will be calling and that the call should be addressed AS QUICKLY AS POSSIBLE**; this may affect your responsibility scoring), Firms or Organizations similar in size to NTD for whom you have performed work/services similar to those sought through this Request for Proposal. Please include Name, address, and telephone number of the organization and contact person, brief description of project and month and year of contract. (Attach additional pages as needed)

10. Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization. Please attach additional pages as needed:

11. Has your organization ever failed to complete any work awarded to you? If so, note when, where and attach a separate sheet of explanation to this form.

12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization where it failed to complete a contract? If so, note whom, when and where and attach a separate sheet of explanation to this form.

13. Attach a corporate financial statement for the most recent year. If a financial statement is not available, please provide other suitable documentation of the financial stability of the organization. It is imperative that the company demonstrates that it has the financial capacity to carry out the overall performance of this project.

Name of the firm preparing the financial statement and date of preparation:

14. Is this financial statement for the identical organization named on the first page of this questionnaire?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary):

15. Will this organization act as a guarantor of the contract for management? _____

PART III - TECHNICAL

1. List each contract which, during the last two years, the person/entity contracting with you: i) terminated for default; ii) sued to compel performance; iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract; or iv) called upon a surety to perform the work.

2. During the past three years, has the Proposer's firm ever been a party to a bankruptcy or reorganization proceeding?

YES NO If answer is "YES" explain below.

3. Describe below whether any present or anticipated Title VI Discrimination Complaints against your company exist. Attach additional paperwork if necessary. If none, state "None".

4. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Proposer to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract with respect to the use of Proposer's resources, such as management or technical expertise or financing, should be explained. If none, state "None".

b. If any insurance is required please provide certificates of insurance naming NTD and the State of CT Department of Transportation as an additional insured. If none, state "None".

<u>Type of Insurance</u>	<u>Name of Insuring Co.</u>	<u>Limit of coverage</u>
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c. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years.

YES NO If answer is "YES" explain below.

6. List the names, titles and attach resumes or brief descriptions of the related industry experience for all management personnel assigned to this project. At a minimum this will include the primary Manger assigned to this project that will have the primary responsibility for performing the majority of work under this contract. This should clearly reflect the record of skill and experience of your proposed project management team.

PART IV - VERIFICATION AND ACKNOWLEDGMENT

STATE OF _____)

) ss.:

COUNTY OF _____)

On the _____ day of _____, 20____, before me personally came and appeared,

_____, by me known to be said person, who swore under oath as follows:

1. He/she is _____ of _____
(Print title) (Print name of firm)

2. He/she is duly authorizes to sign this Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.

3. The answers to the questions set forth in this Questionnaire are true, accurate and complete.

4. He/she acknowledged and understands that the Questionnaire includes provisions, which are deemed included in the Contract if awarded to the firm.

Sworn to before me this _____ day of _____, 200__

(Notary Public)

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the RFP documents:

Addendum number _____ dated _____.

Addendum number _____ dated _____.

Addendum number _____ dated _____.

Addendum number _____ dated _____.

Addendum number _____ dated _____.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the proposal.

Date _____

Signature _____

Company Name _____

Title _____