



Greater New Haven Transit District

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Request for Proposals Professional IT Services GNHTD RFP 05-2026

Bid Release Date:	Thursday, June 18, 2026
Questions Due to GNHTD:	Wednesday, July 8, 2026, by 2:00PM EDT
GNHTD Response to Questions (estimated):	Tuesday, July 14, 2026
Proposals Due:	Tuesday, July 28, 2026, by 2:00PM EDT
Contract Award (estimated):	Tuesday, August 18, 2026
Effective Date of Contract:	Tuesday, September 1, 2026

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GNHTD is a government agency established in 1973 under the provision of Connecticut Public Act 261, Chapter 103(a) for the purpose of operating and providing a variety of transportation programs and services.

Request for Proposals

Professional Information Technology (IT) Services

GNHTD RFP 05-2026

The Greater New Haven Transit District (GNHTD or “the District”), is seeking Proposals from qualified Contractors to provide Information Technology Services to the District.

The Contractor must be a person or firm that regularly performs these services as outlined herein and must have the necessary capabilities, equipment, personnel, training, and experience to successfully perform this contract. The term of the Agreement for this contracted service will be three years (September 1, 2026 – August 31, 2029). The District reserves the right to extend the Agreement for an additional two (2) one (1) year increments for a total of five (5) years.

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

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The District encourages Small and/or Disadvantaged Business Enterprises to submit proposals in response to this procurement. GNHTD has not applied a specific DBE Goal to this project. It is GNHTD’s policy and practice that SBE’s, MBE’s, and DBE’s are afforded equal opportunities to participate in the performance of its contracts in whole or part. Our commitment is based on Federal Register 49 CFR, Part 26, Section 105 of the Surface Transportation Assistance Act.

Proposals must be submitted electronically (as a pdf) on or before **2:00 PM EDT, Tuesday, July 28, 2026**, to: chey@gnhtd.org, Christine Hey, Manager of Grants and Procurement, Greater New Haven Transit District.

Electronic submission shall be by email to chey@gnhtd.org, or via a secure cloud-based link (or drop box link). Please submit your entire proposal as one pdf with your company name in the title of the file. Zip files will not be received as they will be automatically blocked by our system. If necessary to break up your proposal into multiple files to transmit electronically, please label each file as part 1, 2, 3, etc., and in chronological order. GNHTD will not require any hard copies to be submitted at this time, however, the District reserves the right to require Proposers to submit a hard copy of their bid package at a later date. Late submissions will not be accepted. It is the responsibility of the Bidder to ensure that its proposal is delivered to the District by the date and time referred to above. The District reserves the right to reject any or all responses as submitted by this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

All costs associated with the preparation and delivery of a proposal are the sole responsibility of the Bidder. Bidders shall not include any such expenses incurred in the development of a Proposal or any costs incurred prior to the execution of a formal contract. A submission of a Proposal will be considered by the District as constituting a legal offer (valid for at least 90 days) by the Bidder to perform the required services.

All questions and/or requests for additional information must be submitted electronically by email no later than **Wednesday, July 8, 2026, by 2:00PM EDT**, and shall be directed to Christine Hey at chey@gnhtd.org.

Bid documents will be available for download from www.gnhtd.org under “doing business with us”. Please complete the required form to obtain the corresponding bid file and be on our notification list for any addenda.

SECTION I - GENERAL INFORMATION

1. INTRODUCTION

The Greater New Haven Transit District (GNHTD or “the District”) is a quasi-municipal corporation established in 1973 under the provisions of the Connecticut Public Act 261, operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently ten member towns represented by appointees who collectively form the Board of Directors, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain, and otherwise provide all forms of land transportation and related services in the Greater New Haven area. The District also serves a pass-through function for federal, state, and private grants for the purpose of acquiring transportation equipment or providing transportation services.

The District, under contract to the Connecticut Department of Transportation (ConnDOT), provides the complementary paratransit service required by the Americans with Disabilities Act of 1990 (ADA) in the Greater New Haven Area, and partners with neighboring transit districts to provide cross-jurisdictional service. To support the door-to-door paratransit services, GNHTD employs approximately 150 full and part-time employees, and owns, maintains, and operates a fleet of approximately 86 buses (Transit Vans and Cutaways). The District is the owner and operator of the facility at 840 Sherman Avenue that currently serves as the centralized location for operations, maintenance and administration activities for the regional paratransit system. The District also leases office space and overflow vehicle parking at 1000 Sherman Avenue in Hamden, CT.

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

2. PROPOSAL SUBMITTAL

Proposals must be submitted electronically on or before 2:00 PM EDT, Tuesday, July 28, 2026, to:

Christine Hey
Manager of Grants and Procurement
Greater New Haven Transit District
chey@gnhtd.org

Electronic submission shall be by email to chey@gnhtd.org, or via a secure cloud-based link. Please submit your entire proposal as one pdf with your company name in the title of the file. Zip files will not be received as they will be automatically blocked by our system. If necessary to break up your proposal into multiple files to transmit electronically, please label each file as part 1, 2, 3, etc., and in chronological order. GNHTD will not require any hard copies to be submitted at this time, however, the District reserves the right to require Proposers to submit a hard copy of their bid package at a later date. Late submissions will not be accepted. It is the responsibility of the Bidder to ensure that its proposal is delivered to the District by the date and time referred to above. The District assumes no responsibility for any technical difficulties. The District reserves the right to reject any or all responses as submitted by this Request for Proposals, and to waive informalities and irregularities, as it deems in its best interest.

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

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

3. PROPOSAL INQUIRIES

Communication by any Bidder with any agent or employee of the District on the subject of this RFP, or the pending process, may result in the Bidder being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to Christine Hey via email chey@gnhtd.org on or before **2:00PM EDT on Wednesday, July 8, 2026**. Please compile all questions on your company's letterhead and submit as one inclusive list of all questions and requests for information, as we request only one submission per Bidder. All questions will be responded to via an addendum.

4. BID DEVIATIONS

The Proposer may submit requests for amendments or exceptions to this Bid Document, Draft Agreement, or any other requirement herein by completing the Bid Deviation form by **2:00PM EDT on Wednesday, July 8, 2026 via email to chey@gnhtd.org**. All requests for Bid Deviations will be responded to via an addendum.

5. QUALIFICATIONS OF BIDDER

Bidders to this RFP shall meet the following minimum qualifications to be considered for selection. All Proposers shall have at least five (5) years demonstrated relevant experience performing the requested Services. Such services shall meet all criteria and requirements identified in the RFP. The Contractor must employ qualified staff, and have appropriate certifications or licenses as may be required by the State of Connecticut. The proposed team must include professionals with experience compatible with the proposed scope of services. All Proposers must have sufficient financial capacity to complete the project. The District is the sole judge in determining compliance with the qualification standards.

6. FUNDING: FEDERAL GRANT REQUIREMENTS

Any contract resulting from this Request for Proposals is subject in part to a financial assistance contract between the District and the Federal Transit Administration. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible firms. Further, the firm will be required to comply with all applicable equal employment opportunity laws and regulations. The Federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants and the required federal certifications are set forth and included in the attached Exhibits. Its provisions are included herein as an integral part of this RFP.

7. FUNDING: STATE GRANT REQUIREMENTS

Any contract resulting from this Request for Proposals is subject in part to a financial assistance contract between the District and the Connecticut Department of Transportation. No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut. The State requirements placed upon vendors who are participating in a project funded in whole or in part with State grants and required state certifications are set forth and included in the attached Exhibits (and/or draft Agreement). Its provisions are included herein as an integral part of this RFP.

8. DBE & SBE REQUIREMENT

It is the policy of the District that disadvantaged business enterprises (DBEs), Small (SBE) and Minority (MBE) Disadvantaged Business Enterprises be afforded the maximum opportunity to participate in the performance of all contracts led by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised and in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity. Proposers will

submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project.

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

9. SUBCONTRACTING

If subcontractors are necessary to complete any functions within this scope of services, the Proposer must list the names and business locations of any proposed subcontractors, with their submitted response, using the form provided in Exhibits. The District reserves the right to review and approve any subcontractors proposed by the Bidder. Any approval of the subcontractor shall not be construed as making the District a party of such contract, giving the subcontractor privities of contract with the District, or subjecting the District to liability of any kind to any subcontractor. All requirements imposed on the Contractor must be passed through to all subcontractors. The Contractor shall supply the District with a certified copy of any subcontract promptly after its execution and shall furnish the District with a Certificate of Insurance (COI) showing that the subcontractors are carrying the proper insurance coverage.

10. PROCUREMENT APPEALS PROCESS

The District's procurement appeals process accepts protests before award submitted within five (5) business days prior to bid opening and may only include protests addressing the adequacy of the bid's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of Work (Services) or definition of Approved Equals, protest after bid opening within five (5) business days of the bid opening, and protest after award within five (5) full working days immediately following the award or a notice of intent to award. The District's procurement appeals process is outlined in Section 5 - Protest Procedures. A full version of these procedures is available upon request.

11. VALIDITY OF PROPOSALS & CONFIDENTIALITY

Bidders 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.

By responding to this RFP, the Bidder 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 Bidder 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.

Bidders agree that the Proposals (not including proprietary information) may be released to other bidders (or the public) upon announcement of final contract execution, if requested. GNHTD is subject to the Connecticut Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Connecticut FOIA statutes.

Unless the information is exempt from disclosure by law, the content of this RFP, all Proposals received, any request for explanation, exception, substitution, response to these specifications, protest, or any other written communication between the District and Contractor shall be available to the public. If the Contractor believes any communication contains trade secrets or other proprietary information would cause substantial injury to the Contractor's competitive position if disclosed, the Contractor shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Contractor may not designate its entire Proposal as confidential. Additionally, Contractor may not designate its Cost Proposal as confidential.

If Contractor requests that the District withhold from disclosure information identified as confidential, and the District complies with the Contractor's request, Contractor shall assume all responsibility for any challenges

resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Contractor information), and pay any and all cost and expenses related to the withholding of Contractor information. Contractor shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Contractor information.

If Contractor does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

All data, documentation and innovations developed as a result of these contractual services shall become the property of GNHTD.

12. ADDENDA, AWARD CRITERIA, & PROPOSAL REJECTION

The District reserves the right to issue addenda to this procurement, to modify or make changes to any of the contents or schedule (including the deadline for Proposals), to modify or cancel in part or in its entirety or to reissue the RFP if it is deemed in the District's best interest. Any corrections or changes to this RFP will be made by written addendum only and will be distributed to all known recipients and be posted on the District's website. All parties, regardless of how they obtained the RFP, are solely responsible for ensuring the receipt of any and all addenda. In order to be on the "known recipients" list, potential bidders must download the RFP from GNHTD's website www.gnhtd.org by completing the RFP Request Form located under "doing business with us". Bidders must acknowledge receipt of addenda on the General Information Form included in the bid packet. Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation.

An award will be made to the most responsible and responsive Proposer in accordance with the evaluation criteria set forth in this RFP. The Proposal(s) with the highest rating based upon the award criteria or determined by "best value" as evaluated by the District will be awarded the Contract. GNHTD will base its determination of which Proposal represents the "best value" on an analysis of the technical factors and price or cost factors. The District reserves the right to award in the best interest of the District, price and other factors considered.

The District reserves the right to accept or reject any or all Proposals received as a result of this procurement, to request revised Proposals, to waive informalities and irregularities, or to request further information if it is in the best interest of the District to do so.

13. PROPOSAL WITHDRAWAL

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

14. INSURANCE & INDEMNIFICATION

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

15. AGREEMENT (CONTRACT) TERM AND CONDITIONS

The Contractor selected to perform the work outlined in this RFP will be required to execute an Agreement with the District, which describes the Scope of Work to be performed, the schedule for completion of work, compensation, insurance requirements, federal and state requirements and regulations (as applicable), and other pertinent provisions. This contract shall follow the form of the Draft Agreement attached in the Exhibits. Failure to timely execute the Agreement, or to furnish any and all insurance certificates and other materials required in the Agreement, shall be deemed an abandonment of the Bidder's contract offer.

Submittal of a Proposal shall be deemed acceptance of all the terms and conditions set forth in this RFP and its attachments, including the Draft Agreement, unless the Proposer submits such requests for amendments or

exceptions by using the Bid Deviation form by the date and time indicated, and such requests were approved in an Addenda by the District.

The base term of the Agreement for this contracted service will be three years. The District reserves the right to extend the Agreement for an additional two, one-year options for a total of five years. Rates for the required SOW must be quoted for all five years, and those prices will be in full effect for the duration of the Agreement.

The Contractor agrees to invoice the District on a monthly basis for all costs, as outlined on the cost Proposal form for which it seeks payment from the District as part of the Project. Such invoice(s) shall follow the structure required by the District and has been provided to the Contractor in advance. The Contractor shall provide GNHTD with monthly invoices upon the completion of services, submitted electronically by email to finance@gnhtd.org. All invoices shall indicate the month and year of the performed services being billed and should be submitted to the District no later than the 15th day of the month following the month for which the services were rendered. Invoices submitted without proper records or required documentation shall not be accepted or paid.

All records related to billing are subject to audit by the District, the State of Connecticut, and the Federal Transit Administration, and/or any of the District's funding sources or any District designee.

16. ATTACHED EXHIBITS

The following exhibits are included in this RFP package:

Exhibit A - Required Proposal Forms (to be submitted with Quote/Proposal along with ALL details outlined in the Proposal Content Requirements section below)

- General Information Form (indicating acknowledgement of addenda)
- Bid Deviation Form (Due by **2:00PM EDT on Wednesday, July 8, 2026, if any requests**)
- Affirmation of Authorized Representative
- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of DBE Participation
- DBE Letter of Intent
- Statement on Sub-Contractors
- Lobbying Certificate
- Fly America
- State Contractual Requirements Form
- Small Business Enterprise (SBE) Certification
- Consulting Agreement Representation
- Campaign Contribution Certification
- References Sheet
- Cost proposal Form

Exhibit B - Draft Agreement

- Insurance Requirements
- All applicable State and Federal Clauses

SECTION 2 – Technical Specifications and Requirements

It is the intention of these specifications to provide and require complete services as prescribed herein. Any items omitted from the specifications which are necessary for such services shall be considered a portion of such service although not directly specified or called for in these specifications. No advantage shall be taken of the omission of any part or detail, which fails to make the services complete and ready for full effective and efficient utilization.

1. Goals & Objectives

The District is seeking Proposals for IT Services from an individual or professional firm or firms with expertise in I.T. system design, computer/network operations, systems management, transit software (such as Routematch) install and support, and end-user support as it relates to transit/transportation to provide assistance to GNHTD staff responsible for the operations. Support will be on an if-and-as needed basis. A detailed list software utilized by the District that requires support is included in the below Statement of Work. Bidders to this RFP shall have demonstrated experience with providing a full range of Information Technology (I.T.) System and End-User Support Services.

2. Scope of Services / Statement of Work

GNHTD's main office is located at 840 Sherman Avenue in Hamden, CT and a secondary office is located at 1014 Sherman Avenue. There are currently approximately 30 administrative GNHTD staff at any one time at 840 Sherman Avenue, and 11 administrative GNHTD staff at 1000 Sherman Avenue, with some staff working remotely on occasion.

The selected Contractor will work closely with GNHTD to provide the Services required in a public transit environment, including dispatching software, radio and telephone communications, tablets, fleet and maintenance software, security and surveillance systems, facility technology (lighting and automated HVAC control systems), accounting software, critical infrastructure, cyber security, and disaster recovering plan (plan/testing). The Services are also anticipated to possibly include, but are not limited to:

- A. I.T. Systems Support as necessary to ensure the uninterrupted work of GNHTD staff.
 - a) Provide technology consultation and as-needed support.
 - b) Assist with system problem determination and resolution.
 - c) Install application/system software and provide phone and onsite support.
 - d) Networking support for Cisco Catalyst & HP Procure managed switches, SonicWALL Firewalls, Cisco (and Meraki) Wireless Access Points, Barracuda web filter support including VEEAM and Symantec System Recovery.
 - e) Server support for HP (HPE) servers including iSCSI storage. Maintain and support VMware and Microsoft Hyper-V virtualized environment.
 - f) Support for Windows Servers, Hosted Office 365 Microsoft Exchange, SQL Servers, Cloud Based RouteMatch Software. Local Area Network administration (Active Directory permissions), DNS and DHCP. AVG Cloudcare Endpoint Antivirus, iBackup, AVAST.
 - g) Support for IP Video Camera System (with Network Attached Storage (NAS) such as a Buffalo TeraStation) and Surveillance Infrastructure, Exacq License and Software.
 - h) Server Rooms Temperature/Air flow and rack monitoring.
 - i) Server Rooms UPS equipment monitoring.
 - j) Support for Yealink VoIP desk phones and conference phones along with standard conference phones/fax lines and 3CX Software.
 - k) BEI Vernit Server and related audio/recording equipment.
 - l) Paxton Keycard System.
 - m) All Desktops and Laptops, and UPS (Uninterruptible Power Supply)

- B. End-User Support – Provide GNHTD staff with timely support at the end-user level.
 - a) General I.T. hardware and software support for an office environment of roughly 45 users at two separate facilities.

- b) End user support for Windows 10 workstations and laptops including but not limited to HP, Dell, Lenovo and Sony.
 - c) Printing support for various printers including but not limited to HP, Epson, Brother, Xerox, and Ricoh.
 - d) Restore files at the client's request using VEEAM, Symantec System Recovery and ibackup.
 - e) Software support for off the shelf vendors such as Microsoft Office and misc. desktop software.
 - f) Software support and coordination with 3rd party vendors and open source software such as Cloud Based RouteMatch (Uber/TripSpark) Software, IntelliTransit360 fleet management software, ADP software, ADP Time Clocks, ATP Security System, Marlin Company, Fuel Master, Fleet Max, Manager Plus, Sage 100 ERP, e-Time Express, WordPress, GoDaddy, Squarespace, SpiceWorks, and WebEx.
 - g) Security, Virus and Malware prevention.
 - h) Email connectivity on end user personal smartphones/tablets.
 - i) Support for setting up meeting rooms for connectivity and projectors on a need by need basis.
- C. Procurement Assistance – Provide assistance to GNHTD for the procurement of I.T. hardware, software, and 3rd party technical support, provide and approve technical specifications and equipment recommendations.
- D. Supporting GNHTD with future network infrastructure upgrades.

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

GNHTD reserves the right, in its sole discretion, to change this Scope of Services at any time during the term of the Agreement. The Contractor shall be paid for any work that meets the requirements of the Agreement and that is performed prior to the date of such change.

3. Key Personnel Minimum Qualifications

The following are the minimum necessary qualifications for personnel:

- a) Desktop Computer Engineer – 3 years of experience in installing and configuring desktop computers.
- b) Systems Engineer – 5 years of experience in installing and configuring LAN and WAN equipment.
- c) Project Manager – 10 years of experience in project management and consulting related to Transit Industry, including knowledge of dispatching software, radio and telephone communications, tablets, fleet and maintenance software, security and surveillance systems, facility technology (lighting, overhead paging/announcement system, access control and automated HVAC control systems), accounting software, critical infrastructure, cyber security, and disaster recovering plan (plan/testing).

The following are additional qualifications that GNHTD will consider:

- Microsoft Certified Partner
- Cisco Certified Partner
- VMware Certified Partner
- Website Support and Design

The Contractor shall provide the Services by personnel listed in its Proposal. Any changes in personnel will be subject to GNHTD's prior review and approval.

4. Required Availability & Response Times

GNHTD requires that the Contractor have at least one of the key personnel assigned to this Contract on site twice per week between Monday and Thursday, for at least 4 hours each of the day, with one day being a morning (9am – 1pm) and the other day an afternoon (1pm – 5pm).

The Contractor must provide the following Service Level Agreement (SLA) requirements

- a) 24x7 Contact Support

- b) 10 Minute Phone Response, 30 Minute Remote Management, 1 Hour Onsite response for Critical and priority issues.
- c) 30 Minute Phone Response, 1 Hour Remote Management, 6 Hour Onsite response for Standard priority issues.

The District currently averages approximately 167 hours of IT Services per month and identifies the minimum total service hours per year to be 1,200 hours and the maximum total per year 2,500 hours. Hours to be billed in 15-minute increments. GNHTD is currently planning to relocate to a new facility in late 2029, early 2030. An additional 5,000 hours will be included in the 5-year contract maximum to accommodate this move as IT Services will be critical and to what extent is currently unknown. Therefore, the Five-year contract total hours will be: 6,000 minimum and 17,500 maximum.

Any Proposal that does not meet the minimum requirements outlined herein may be automatically rejected.

SECTION 3 - PROPOSAL CONTENT & REQUIREMENTS

1. General Submission Requirements

All information shall be provided according to the following instructions to be considered a responsive Proposal. Proposals will not be publicly opened, and will be kept confidential throughout the evaluation, negotiation, and selection process.

One (1) electronic copy of the Proposal shall be submitted via electronic submission by email to chev@gnhtd.org, or via a secure cloud-based link, hard copies should be available if requested by the District at a later date. Proposers are required to submit the following information identified below. Proposals shall include the required elements, both in content and sequence as set forth in this section. Failure to respond to each item may render the Proposal non-responsive, causing it to be rejected. Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials.

This RFP is not to be construed as a commitment of any kind; nor does it commit the District to pay for costs incurred in the development or submission of a Bid or for any costs incurred prior to the execution of a formal contract. All costs associated with the preparation and delivery of a proposal are the sole responsibility of the Bidder. A submission of a Proposal will be considered by the District as constituting a legal offer (valid for at least 90 days) by the Bidder to perform the required services.

2. Technical Proposal Content Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake and provide the required product(s) and/or services to the District, in conformity with the requirements of this Request for Proposals. Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials.

Proposals must include the following:

2-1. A brief cover letter and description of the company along with an overview statement of qualifications that indicates the Contractors capabilities and experience and ensure it has the appropriate staff, equipment, supplies, and any other resources necessary to carry out the required services. This section should demonstrate the Contractors understanding of the SOW and establish the ability of the Proposer to satisfactorily perform the required services.

2-2. A concise statement covering the history of your company under current and any prior names, your major projects or activities both in general and services similar to the subject of the Proposal, the populations you have served, and why you feel that your company is best suited to fulfill the requirements of the Proposal. Identify any characteristics that differentiate your company from others in the market and explain why your company is uniquely positioned to satisfy the District's needs. The technical proposal should include a description of any additional services the Proposer provides or that it believes are necessary to the engagement described in this RFP.

2-3. References shall be provided on the form provided in the Exhibits. References shall be companies/agencies for which the Contractor has provided professional services similar in scope and complexity to that concerned with this RFP. Proposals should include a short narrative describing the services performed for each reference provided. The Proposer shall ensure that contact names/telephone numbers are accurate. The District reserves the right to seek references beyond those provided by the Proposer, which may be used as part of the evaluation process.

2-4. The Proposal shall detail how the Contractor will accomplish the scope of services and outline the Contractor's work plan approach to perform the SOW in a convenient, efficient, and cost-effective manner. The

Proposal shall address the Contractor's understanding of the District's specific needs and requirements, and describe how the Contractor will meet the District's goals and objectives. The Proposal shall provide a clear and concise description of the services, major tasks or activities, and materials or equipment provided by their company necessary to complete the District's SOW requirements.

2-5. Proposals shall identify the assigned staff's qualifications and experience. Indicate the total staff available and identify by name and title the key personnel who will be assigned to this Contract. Key personnel should be listed in order of their position of seniority and responsibility in the firm. Identify other specialists and the functions they will perform. Proposals shall describe the role each staff member would play in providing the Services. Clearly show the extent and nature of the involvement of the key team members who would provide the Services. Proposal should contain a separate appendix of resumes (or narratives) for key personnel outlining relevant qualifications, certifications held, educational qualifications, and business experience for the past three years.

Assigned staff and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, the District retains the right to approve or reject replacements. The Proposer should indicate how the quality of staff over the term of the agreement will be assured. The Proposer must certify that all named key personnel in the proposal are the Proposer's employees or subcontractors and shall perform the Contract services.

2-6. The Proposal shall detail a supervision/quality assurance and quality control program to monitor and maintain the services. The Proposer should indicate how the quality of support staff and services over the term of the agreement will be assured. This section of the proposal should establish the method that will be used by the Contractor to manage and oversee the proposed services offered.

2-7. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, then the Proposal shall list the license, permit, or certification that the Bidder or Bidder's employees or agents possess.

2-8. The Proposer/Bidder must demonstrate its financial capability, including financial resources to sustain operations between the time expenses are incurred and the time payment is made. Please provide 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.

2-9. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to provide the required services. Proposer must provide affirmation of your company's ability to meet all RFP requirements, including any supporting documentation, sales materials, etc. Also include a reason why you are not able to meet any RFP requirements and why you feel regardless of your inability to meet all requirements your proposal should be considered.

3. Price Quote / Cost Proposal

The price to be quoted in any proposal shall include all items of labor (including prevailing wage rates if applicable), all supervision or oversight charges, materials, supplies, tools, equipment, software, profit, transportation and travel related expenses, any/all incidental expenses, administrative costs, and any other costs necessary to fully carry out the services pursuant to the Bid terms, conditions, and specifications as outlined in the SOW. Any items omitted which are clearly necessary for the completion of the services shall be considered a portion of the SOW although not directly named in the specifications. The District is not responsible for any fees that are not included on this cost proposal form. GNHTD is not responsible for any wages, overtime pay or benefits, holiday pay, vacation pay, or sick pay, etc. for the Contractor's employees. The prices shown shall not include taxes of any kind. The District is exempt from taxes and shall provide proof of tax-exempt status if requested by Contractor.

Interested Contractors shall complete the attached Cost Proposal Form included in Exhibits providing (all-inclusive / fully-loaded) hourly rates for the Services. Quotes shall be binding for ninety (90) days thereafter, signed by an authorized representative. GNHTD has the right to reject any and all quotes, to waive any informalities therein, and to readvertise for bids.

Bids must be made upon the forms provided. The blanks placed in the forms must be filled in as noted, and no change shall be made in the phraseology of the bid or in the items mentioned herein. Bids that contain any omissions, alterations, additions, or items not called for in the itemized bid, or that contain irregularities of any kind, may be rejected as non-responsive.

Bidders are directed to read the specifications and terms of this Bid carefully, as no additional compensation will be granted for failure to inform him/her and or miscalculations. Failure to do so will be at the Proposer's Risk. The District assumes no responsibility for any errors. It is the bidder's responsibility to review all contract bid documents, including, but not limited to; all contract specifications, special provisions, plans, supplemental specifications, addenda, notices, RFP documents, etc. to ensure their Proposal contains all required bid forms and content. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

4. Required Forms

- General Information Form (indicating acknowledgement of addenda)
- Bid Deviation Form (Due by **2:00PM EDT on Wednesday, July 8, 2026, if any requests**)
- Affirmation of Authorized Representative
- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of DBE Participation
- DBE Letter of Intent
- Statement on Sub-Contractors
- Lobbying Certificate
- Fly America
- State Contractual Requirements Form
- Small Business Enterprise (SBE) Certification
- Consulting Agreement Representation
- Campaign Contribution Certification
- References Sheet
- Cost proposal Form

SECTION 4 – Proposal Evaluation and Award Criteria

1. Evaluation Procedures

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All Proposals deemed responsive and responsible will be evaluated and scored by an Evaluation Review Committee. Each committee member will turn in their evaluations to the Procurement Team, who will tabulate all the individual scores to determine the finalists. The committee will then meet to discuss their individual evaluations. The Proposal(s) with the highest rating based upon the award criteria or determined by “best value” as evaluated by the District will be awarded the Contract.

To be deemed responsive and responsible, the Contractor must provide in its Proposal Submittal all information contained within the “Proposal Content & Requirements” section including a Technical and Cost Proposal, any other information therein, and all required certifications and forms. Failure to submit all required elements by the deadline may result in the Proposer being deemed nonresponsive and the Proposal being rejected by the District.

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

If determined necessary, the Evaluation Review Committee may invite top Proposers found to be reasonably within the competitive range for an interview. If interviews are conducted, the Evaluation Review Committee will be provided the opportunity to revise their original evaluation and score to accurately reflect any additional information that may have been obtained through the interview process. In the event that a Proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed during the interview. However, the District shall have the right to reject any and all conditions and/or exceptions and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause the District to determine such Proposal to be outside the competitive range.

The District Agrees to award contracts only to those Contractors possessing the ability to successfully perform under the terms of the proposed procurement. GNHTD reserves the right to reject bids from any Contractor not meeting the minimum qualifications. Before awarding a contract, the District will consider the Contractor’s integrity, the Contractor’s compliance with public policy, the Contractor’s past performance, including the performance reported in Contractor Performance Assessment Reports, if any, and the Contractors financial and technical resources.

The District reserves the right to award in the best interest of the District, price and other factors considered. The District reserves the right to accept or reject any or all Proposals received or any part of any bid as a result of this procurement, to readvertise for bids, to request that one or more bidders clarify or revise Proposals, to waive informalities and irregularities, or to request further information if it is in the best interest of the District to do so. The District reserves the right to interview, review material, and/or visit qualified Bidders facilities, to negotiate any part of this bid, to award of the basis of the initial bids submitted without any negotiations or discussions. Bids should be submitted initially on the most favorable terms possible.

2. Proposal Evaluation Criteria

The District will select for award the highest ranked, responsible, responsive, qualified Contractor, which does not render this procurement financially infeasible and is judged to be the most advantageous to the District based on consideration of the evaluation factors set forth in the RFP. To be deemed responsive and responsible, the Contractor selected for award must provide in its Proposal all information contained within "Proposal Content & Requirements" section, including all required forms along with its Proposal. GNHTD will evaluate all proposals based on the following criteria: Contractor's Qualifications and Experience, Workplan Approach, Quality Assurance/Control and Key Personnel, and Cost.

A. Firm's Qualifications and Experience

Elements thereof include the experience of Proposer providing services similar to those described in this RFP and a demonstrated understanding of System Support Services and End-User Support and the overall needs of the District. The years of experience of the Proposer providing services for similar agencies/facilities (governmental institutions especially transit agencies), availability of resources to do so, including financial stability and strength. Demonstrated ability to perform the SOW by providing positive references of similar size and scope. Reputation for providing high-quality products and services.

B. Workplan Approach

The Proposer's approach to providing the required I.T. System Support services and End-User Support Services outlined in the SOW and plan to tailor its services to meet the needs of GNHTD and its individual users. Overall organization of tasks and resources to carry out the SOW and produce deliverables within required deadlines. Contractor's plan to meet the minimum SOW requirements and response times. Plan for technical and management coordination with the District, and to provide ongoing support.

C. Quality Assurance/Control and Key Personnel

Contractor oversight of the contract, services being performed, and the staff assigned to carry out those services. Proposers demonstrated ability to manage and maintain quality services and staff members. The experience and qualifications of the key personnel who will be providing the services described in the scope of work. The availability of qualified staff and their responsibilities in the provision of this service; and adequacy, training, experience, and licenses of personnel assigned. Also, a commitment to stay on the job, so experience gained in one year is retained and applied in subsequent years, is desirable.

D. Cost Proposal

The Cost Proposal will be evaluated independently. The District's Procurement team will perform a price or cost analysis for all five years. The District has crafted an Independent Cost Estimate derived from its past IT Services needs and will utilize the hourly/unit rates proposed to determine an overall annual cost of the services based on those rates. The District will award the most points to the firm that submits the lowest cost proposal and the least amount of points to the highest proposed cost. For each of the five years proposed, cost will be evaluated, and Bidders will be awarded points based on their position when ranked. The final score for this section will be the total of all points for all five years evaluated.

3. Final Score and Award Selection Details

The overall final score for each Proposal will be obtained by summing the results from each section; Contractor's Qualifications and Experience, Workplan Approach, Quality Assurance/Control and Key Personnel, and Cost, with a perfect final score being 100 points. GNHTD will award a contract to the offeror whose Proposal is most advantageous to, or that provides the "best value" to the District based on the evaluation criteria outlined in the RFP. GNHTD will base its determination of which Proposal represents the "best value" on an analysis of the technical factors and price or cost factors. The District reserves the right to award in the best interest of the District, price and other factors considered.

SECTION 5 - PROTEST PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Required Forms



General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____ Years in Business (Age of Firm): _____

Federal Taxpayer ID Number: _____ DUNS Number: _____

NAICS Code(s): _____ DBE or Non-DBE Status: _____

Firm's Majority Owner Race and Gender: _____

Bidder's must indicate into what gross receipts bracket they fit: _____ Less than \$1 million; _____ \$1-3 million;
_____ \$3-6 million; _____ \$6-10 million; _____ More than 10 million

Organization is (check one): _____ Corporation _____ Partnership _____ Association _____ Sole Proprietorship
_____ Joint Venture _____ Public Agency _____ Quasi-Public Agency _____ Other (Explain): _____

If the organization is a corporation indicate the Date and State of Incorporation: _____ and,
President's Name/Address: _____

If the organization is an individual or partnership indicate the Date of Organization: _____ and,
Name and address of all partners: _____

Organization's Authorized Representatives:

Contact for Proposal Questions, Name: _____

Title: _____ Phone: _____

Email Address: _____

Officer responsible for Contract Performance, Name: _____

Title: _____ Phone: _____

Email Address: _____

Acknowledgment of Addenda Received (numbers): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herein agrees to provide the District with the services described in the Request for Proposals. The stated Proposal shall be firm for ninety (90) days from the due date for this Proposal. The Contractor hereby affirms that this Proposal is genuine, non-collusive, and not made in the interest of any person not herein named.

Authorized Signature: _____

Name (print): _____

Title: _____

Date: _____ / _____ / _____

Affirmation of Authorized Representative

Name of Proposer: _____

Relationship to Proposer: _____

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

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

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

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____ / ____ / ____

Certification of Eligibility

By signing below, the Proposer hereby certifies that neither it nor its “principals” is included on the U.S. Comptroller General’s Debarred Bidders List.

1. The Proposer certifies to the best of its knowledge and belief that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
 - b) Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.
 - d) Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The prospective proposer also certifies that if, later it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to GNHTD.
3. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective primary participant shall attach and provide a written explanation to GNHTD.

The certification in this clause is a material representation of fact relied upon by GNHTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GNHTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C 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.

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

(Check One) _____ I DO CERTIFY _____ I DO NOT CERTIFY

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: _____ / _____ / _____

Certification of Non-Collusion

The Undersigned certifies, under penalties of perjury:

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

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

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

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____ / ____ / ____

Certification for Disadvantage Business Enterprise (DBE)

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

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

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

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

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

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

Name of bidder/offeror's firm: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____ / _____ / _____

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

DBE Letter of Intent

If none you still must complete bidder information, write in zero, and certify below.

Name of bidder's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

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

Affirmation

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

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: ____ / ____ / ____

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

Contractor's Statement on Sub-Contractors

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

Authorized Signee: _____

Printed Name: _____

Title: Date: _____

For (Company): _____

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I

_____ have also attached appropriate Disadvantage Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Lobbying Certificate

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

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

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

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: ____ / ____ / ____

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

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:

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]:

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

State Contractual Requirements

The Agreement between the 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.

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

DATE: / / _____

Small Business Enterprise (SBE) Certification

To be eligible for the State of Connecticut's SBE certification a company must meet the legal definition of a small business or that of a minority owned firm:

SMALL BUSINESS ENTERPRISE (SBE):

Been doing business under the same ownership or management and has maintained its principal place of business in Connecticut for at least one year immediately prior to the date of application; Gross revenues not exceeding \$15,000,000 during its most recent fiscal year; and, 51% ownership held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

MINORITY BUSINESS ENTERPRISE (MBE):

A small business (must meet the above-stated SBE criteria) with at least 51% ownership by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies, and receives the beneficial interests of the business. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

Yes _____; My Company is certified by the State of Connecticut as a SBE; attach a copy of the SBE Certification.

No _____; My Company is not certified by the State of Connecticut as a SBE.

SBE Certification

The contractor hereby acknowledges that **District** has established a contract goal of **zero percent (0%)** for this project. No further action is required.

Contractor's Authorized Official:

SIGNATURE: _____

NAME: _____

TITLE: _____

FIRM: _____

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 that must be indicated on the form; the form executed and returned with this Proposal.



STATE OF CONNECTICUT CONSULTING AGREEMENT REPRESENTATION

Representation to accompany a purchase of service contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b).

INSTRUCTIONS:

Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Mark the fields below with "Not Applicable (N/A)". Sign and date the form on the second page in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency at the time of contract execution.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

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

Start Date End Date Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

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

Contractor

Contractor Name: _____

Name of Signatory (print): _____

Title of Signatory: _____

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature

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

Commissioner of the Superior Court or Notary Public

My Commission Expires _____.



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

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

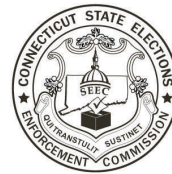
Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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



**STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION**

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification**
- Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

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

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**





Greater New Haven Transit District

840 Sherman Avenue, Hamden, CT 06514

Phone: 203.288.6282 Fax: 203.288.7471

References

Please include attached to this list, any project descriptions, reviews, or referrals that may be pertinent to this procurement. References shall be companies/agencies for which the Contractor has provided professional services similar in scope and complexity to that concerned with this RFP. The Proposer shall ensure that contact names/telephone numbers are accurate. The District reserves the right to seek references beyond those provided by the Proposer, which may be used as part of the evaluation process

1. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

2. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

3. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

4. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

5. Company: _____
Address: _____
City/State/Zip Code: _____
Contact Name/Title: _____
Phone: _____ Email: _____

Greater New Haven Transit District Cost Proposal Form - IT Services

The Proposer shall identify the hourly rates (all-inclusive / fully loaded) of the staff that will be specifically provided for the Contract if awarded. The Proposer may choose to provide one hourly rate that will be applicable for all staff assigned to the Contract. The District currently averages approximately 167 hours of IT Services per month and identifies the minimum total service hours per year to be 1,200 hours and the maximum total per year 2,500 hours. *Hours to billed in 15-minute increments.* GNHTD is currently planning to relocate to a new facility in late 2029, early 2030. An additional 5,000 hours will be included in the 5-year contract maximum to accommodate this move as IT Services will be critical and to what extent is currently unknown. Therefore, the Five-year contract total hours will be 6,000 minimum and 17,500 maximum.

Bids must be made upon this form and filled in as noted. No change shall be made in the phraseology of the bid or in the items mentioned herein. Bids that contain any omissions, alterations, additions, or items not called for in the itemized bid, or that contain irregularities of any kind, may be rejected as non-responsive.

There should be no monthly fees billed to the District as all cost should be built into the hourly rate(s).
Software, licensing, and equipment will be procured separately.

Staff Member Name & Title or Function	Year 1	Year 2	Year 3	Year 4	Year 5
	Hourly Rates for each year must be provided				
Senior Engineer	\$	\$	\$	\$	\$
Engineer	\$	\$	\$	\$	\$
Desktop Tech	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Provide rates by position above, OR a fixed hourly rate for all staff available for the contract below.					
Fixed Rate for all Staff	\$	\$	\$	\$	\$

The undersigned hereby agrees to perform the Services in accordance with the SOW and other Requirements as outlined in the District's Request for Proposals. The Cost Proposal must be valid for ninety (90) days and signed by an authorized representative. Contractor's Authorized Official:

Company Name: _____

Print Name & Title: _____

Signature: _____ Date: _____

EXHIBIT B

**Draft Agreement
(Includes Insurance Requirements,
and All applicable State and Federal Clauses)**



Greater New Haven Transit District Professional IT Services Agreement 05-2026

This Agreement is made as of the ____ day of _____ 2026 by and between the Greater New Haven Transit District (the "District"), a municipal corporation formed under Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes"), having its principal place of business at 840 Sherman Avenue, Hamden, Connecticut 06514, acting herein by Mario Marrero, its Executive Director, hereunto duly authorized, and _____, a corporation licensed to do business in the State of Connecticut, acting herein by _____ its _____ having its principal place of business at _____, hereinafter referred to in this Contract as the Contractor.

Whereas, the District desires to engage the Contractor to provide Professional Information Technology (IT) Services and the Contractor agrees to perform the services specified herein in accordance with all other terms and conditions set forth herein.

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

1. Engagement

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

2. The District's Responsibilities

The District shall provide policy direction for the Services. It shall monitor the performance of the Contractor's work on the Services. The District will reimburse the Contractor for allowable Service costs in accordance with the provisions of this Agreement.

3. Services to be Performed

The Services to be performed under this Agreement by the Contractor shall be in conformity with the description of Professional Information Technology (IT) Services and the District's requirements, set forth in the SOW on Attachment 2. The District has the right to modify the service area and work required, as deemed necessary in the best interest of the District.

4. Days and Hours of Service

The days and hours of service are determined in the sole discretion of District based on District's needs, defined in writing by District and set forth on Attachment 2.

5. Equipment

Contractor shall furnish all equipment required to carry out the Services as specified in the SOW, and/or included in the Request for Proposals. The Contractor shall supply all materials necessary to perform the Services. Such materials and supplies shall be suitable for carrying out the requirements of the SOW.

6. Term

This Agreement shall have an effective date and commence on September 1, 2026 with an initial term of three (3) years. The District has the right, at its sole discretion, to extend this Agreement through no more than two (2) option years. The District will provide a minimum of sixty (60) days written notice to the Contractor of its desire to exercise such option year(s). The provisions of the Agreement, as may be amended or modified, will remain in force during any option year(s). The Agreement will expire as of August 31, 2029 unless it is extended by the exercise of such option years, or otherwise terminated in accordance with its provisions.

7. Compensation

The District shall compensate the Contractor for the Services in accordance with the rates specified in the Contractor's Proposal, which shall remain in effect for the duration of this Agreement, set forth on Attachment 3, attached hereto and incorporated herein. The District agrees to compensate the Contractor the maximum of _____ dollars (\$_____) for the services in accordance with and subject to the Contractor's Proposal, Compensation for any additional services, if requested, shall be mutually agreed upon in writing and signed by District and Contractor prior to the provision of any additional services.

8. Payment Schedule

The Contractor shall furnish the District an invoice in a format approved by the District for the cost of Services rendered by the Contractor for each service request that is fulfilled. All invoices under this Agreement shall be sent via email to finance@gnhtd.org or mailed or delivered to the District's address set forth above. The District shall pay the Contractor for work performed in accordance with the terms specified herein. All invoices shall be paid by District within forty-five (45) days of the invoice date. No requests shall be made for costs incurred prior to the effective date nor after the termination date of this Agreement.

9. Changes

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

Contractor (and Subcontractors) shall make no changes in the work without issuance of a written change order (or updated PO) from the District. In the event of a change order request, the Contractor must submit a written Proposal to the District with a brief description of the additional work required, the cost, and the justification or rationale as to why it was not included in the original Proposal. The Contractor must have the written authorization of the additional fixed-price change order work before proceeding with any additional services, work or any variations in specified materials.

10. State, Local Changes of Law

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

11. Personnel and Subcontracting

The Contractor shall not subcontract any portion of any work required for the completion of the Agreement without the prior written approval of the District. The Contractor shall utilize the Project staff and sub-contractors cited in its Proposal. All requirements imposed on the Contractor must be passed through to all subcontractors. The Contractor shall supply the District with a certified copy of any subcontract promptly after its execution. The

Contractor shall furnish the District with a Certificate of Insurance (COI) showing that the subcontractors are carrying the proper insurance coverage. The District reserves the right to approve any changes to said Personnel and sub-contractors. The financial accounts of all such sub-contractors may be audited in the same manner as those of the Contractor. The Contractor shall include the provisions of this Agreement in every subcontract or purchase order entered into in order to fulfill any obligation of this Contract.

12. Representations and Warranties

Contractor represents and warrants to the District State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified the District in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;
- j. each shall disclose, to the best of its knowledge, to the District and the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the

Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics and the policies enumerated in "Connecticut Department of Transportation Policy Statement;

l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;

n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

p. none owes unemployment compensation contributions;

q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the District, such information as the District may require to evidence, in their sole determination, compliance with this Section;

t. each either owns or has the authority to use all the Deliverables;

u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

v. to the best knowledge of Contractor, the District's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the District shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

x. each shall assign or otherwise transfer to the District or afford the District the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the District.

13. Representations and Warranties Regarding Motor Vehicles

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

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

14. Integrity

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

15. Prohibited Financial Interests

No director, officer, member, or employee of the District, a constituent municipality of the District, or a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. During the proposal process or the term of the Agreement, Contractor and their employees may be required to publicly disclose financial interests under the District's Conflict of Interest Policy. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

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

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

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

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

(D) The Contractor shall keep and preserve or cause to be kept and preserved all of its and the subcontractors Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The 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.

(E) The Contractor shall cooperate fully with the District and its agents in connection with an audit or inspection. Following any audit or inspection the District may conduct and the Contractor shall cooperate with an exit conference.

(F) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Subcontractors.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of this contract to which exception has been taken by the State, the Comptroller General or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

17. Disclosure of Records – Freedom of Information Act

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to Freedom of Information Act and may be disclosed by the public agency pursuant to Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

18. Ownership of Work and Publication

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the Contractor are and shall be the property of the District. The District shall be entitled to copies and access to these materials during the progress of the work. Any such

materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged, or destroyed before final delivery to the District, the Contractor shall replace them at its own expense and the Contractor assumes all risks of loss, damage, or destruction of or to such materials.

The following statement should appear on the cover page of any published report prepared under the terms of this Agreement, and such publication must be reviewed by the District prior to publication: "Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies), Connecticut Department of Transportation and GNHTD. The opinions, findings and conclusions expressed in this publication are those of the Contractor and do not necessarily reflect the official views or policies of the District, Connecticut Department of Transportation and/or the U.S. Department of Transportation."

The Contractor may not reference sales/service to the District or the State of Connecticut for advertising and/or promotional purposes without the prior approval of the parties. The State has sole and exclusive right and title to all printed material produced for the District and the Contractor shall not copyright the printed matter produced under this contract.

19. Confidentiality and Protection of Confidential Information

Any District materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of the services.

(A) The Contractor and Subcontractor(s), 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, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(B) The Contractor and Subcontractor(s), shall develop, implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the CTDOT concerning the confidentiality of Confidential Information, such data - security program shall include, but not be limited to, the following:

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

(C) The Contractor and Subcontractor(s) shall notify the CTDOT and the Connecticut Office of Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which the Contractor or Subcontractor(s) have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Transportation, the CTDOT and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement of the cost of placing and lifting one (1) security freeze per credit file pursuant to

Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the CTDOT in accordance with this Section and shall cover a length of time commensurate with circumstances of the Confidential Information Breach. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CTDOT, any State of Connecticut entity or any affected individuals.

(D) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Subcontractor to safeguard Confidential Information in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner the Contractor's or Subcontractor's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Agreement concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

20. Required Federal Clauses

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

21. The Agreement

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

22. Termination

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

23. Indemnification and Insurance

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

Notwithstanding anything contained herein to the contrary, neither party shall be liable for any indirect, incidental, special or consequential damages, whether in contract or tort (including negligence and strict liability) resulting from its performance or failure to perform under this Agreement, including but not limited to loss of anticipated profits or benefits, even if such party has been advised of the possibility of such damages.

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

- A. Commercial General Liability Insurance. Contractor shall provide a commercial general liability insurance policy including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death and property damage, to be on the so-called "occurrence" with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, naming Greater New Haven Transit District as additionally insured which shall be primary and non-contributory to any insurance carried by the District, and cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent Contractors; (4) blanket contractual liability for all insured contracts; (5) contractual liability covering the indemnities in this Contract: and (6) waiver of subrogation in favor of the District.
- B. Commercial Automobile Liability Insurance. Contractor shall provide commercial automobile insurance for any owned autos with a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. Such coverage shall also include hired and non-owned automobile coverage. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).
- C. Workers' Compensation Insurance. Contractor shall provide workers' compensation and employer's liability insurance with respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, and as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively. Limits shall be no less than One Million Dollars (\$1,000,000) each accident by bodily injury; One Million Dollars (\$1,000,000) each accident by disease; and a policy limit of One Million Dollars (\$1,000,000). Such policy shall contain a "waiver of our right to recover from others endorsement" in favor of the District.
- D. Umbrella Liability Insurance. Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the District.
- E. Cyber Liability Coverage is to be provided for 1st and 3rd party coverage with the following minimum limits:
 - Cyber Multimedia, Privacy and Network Security Liability, Privacy Regulatory Defense and Penalties: \$1,000,000 each claim/ \$1,000,000 aggregate.
 - Liability for Breach Event Costs and Post Breach Event Remediation: \$1,000,000 each claim/\$1,000,000 aggregate.
 - Cyber Extortion: \$1,000,000 each claim/\$1,000,000 aggregate

- Cyber Crime including Phishing, Telecommunications and Financial Fraud: \$250,000 each claim/\$250,000 aggregate.
- PCI Payment Card Loss: \$250,000 each claim/\$250,000 aggregate.
- For Claims Made Coverage, the retroactive date must be prior to the commencement of the work and continue in force for two years after completion.

F. Errors/Omission: Professional Liability (Tech E&O). Contractor shall provide, errors & omissions coverage covering the contractor's professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate and maintain such policy for the duration of the project.

Prior to commencement of the work, the Contractor shall furnish the District with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work. The insurer shall give the District written notice (by certified or registered mail) at least ten (10) days in advance of any cancellation, termination, expiration, or changes in coverage.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the District retains the right to stop work until proper evidence of insurance is provided.

24. Force Majeure

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

25. Dispute Resolution

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

26. Litigation

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the District arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

27. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more

than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

28. Compliance with Laws and Regulations

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

29. Americans With Disabilities Act (ADA)

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

30. Certificate of Compliance

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

31. Civil Rights and Affirmative Action Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees to the Title VI Contractor Assurances and the Nondiscrimination Statutes and Authorities, attached hereto and incorporated herein.

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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

1. The Contractor agrees and warrants that in the Performance of this 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, status of a veteran, 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 the Contractor further agrees to take affirmative action to ensure 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, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents Performance of the work involved;
2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission;

3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
5. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the Term of this Contract and any amendments thereto. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

32. Connecticut Required Contract/Agreement Provisions (SEEOR)

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

33. Executive Order

All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Agreement if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.

This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, Executive Order No. 14

of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If any of the Executive Orders in this section are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, the District shall provide a copy of these orders to the Contractor, also available at http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf.

34. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms. The summary of State Ethics Laws developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b, is available on the State of Connecticut's Office of State Ethics website.

35. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

36. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed on the attached form.

37. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

38. Iran Energy Investment Certification

A) Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

B) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

39. Environmental Law Compliance

The Contractor shall be responsible to comply with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities managed by the Contractor, including but not limited to, pollutants emissions control, storage and/or disposal of waste, fluids, fuels, oil, and chemicals in general. The Contractor shall be responsible to comply with OSHA regulations. The Contractor will hold the District and the State and the Authority harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

40. Independent Contractor

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

41. Assignment

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

42. Authority

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

43. Counterparts

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

44. Captions

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

45. Severability

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

46. Notices

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

If to Contractor:

Attn:

If to District:

Greater New Haven Transit District
840 Sherman Avenue
Hamden, CT 06514
Attn: Mario Marrero, Executive Director

47. Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. Nothing contained in this Agreement is intended to nor shall limit the authority or responsibilities assigned to the individual signatories under State or Federal law. This Agreement shall be deemed to have been made in Hamden, Connecticut.

The Contractor irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of New Haven or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the States or the District's immunities.

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

Greater New Haven Transit District:

By: _____ Date: _____
Mario Marrero / Executive Director

Witness:

Print Name & Title Signature

Contractor

By: _____ Date: _____
Name / Title

Witness:

Print Name & Title Signature

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (SEEOR)

1. General:

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

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

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

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

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

2. Equal Employment Opportunity Policy:

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

3. Equal Employment Opportunity Officer:

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

4. Dissemination of Policy:

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

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

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

5. Recruitment:

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

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

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

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

6. Personnel Actions:

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

a. The Company will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

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

d. The general contract provisions entitled A (76) Affirmative Action Requirements is made part of this document by reference.

7. Training and Promotion:

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions:

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect

referrals by such unions of minority and female employees. Actions by the Company either directly go through a contractor's association acting as agent will include the procedures set forth below:

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

9. Subcontracting:

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

10. Records and Reports:

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

Attachment 1

Federal Clauses

DRAFT

Applicable Federal Clauses

1. No Government Obligation to Third Parties

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

2. False of Fraudulent Statements or Claims

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

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

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

3. Access to Third Party Contract Records

a. Record Retention

The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. This includes information and reports required by the Acts, Regulations, and Directives applicable to this Agreement. The Contractor will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 will so certify to the District or FTA, as appropriate, and will set forth what efforts it has made to obtain the information

b. Retention Period

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records

The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to the performance of this contract as reasonably may be required, in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance

The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required, , in accordance with 2 CFR § 200.337.

4. Changes to Federal Requirements

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

5. Termination

a. Termination for Convenience

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

b. Termination for Default

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

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

c. Opportunity to Cure

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

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

GNHTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

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

e. Termination for Convenience or Default

GNHTD may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of GNHTD or for the default of the Contractor.

If this contract is terminated for convenience, GNHTD shall be liable only for payment under the payment provisions of this contract for goods received and services rendered before and in proportion to the work performed, up to the effective date/time of termination.

If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the GNHTD, or property supplied to the Contractor by the GNHTD. The Contractor will only be paid the contract price for supplies delivered and accepted, or in proportion to the value or work or services rendered in accordance with the manner or performance set forth in this contract and up to the time of termination. The Contractor shall promptly submit its termination claim to GNHTD and the parties shall negotiate the termination settlement to be paid the Contractor.

Upon receipt of the Notice of Termination, Contractor shall discontinue services, preserve all GNHTD supplies in its possession, deliver any drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. GNHTD has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If termination is for failure of the Contractor to fulfill the contract obligations, Contractor shall be liable for any damages or additional costs incurred by the District to complete the work by contract or otherwise. GNHTD may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work.

If the Contractor fails to deliver supplies or to perform the services (or any separable part) within the time specified in this contract or any extension to or fails to comply with any other provisions of this contract, GNHTD may terminate this contract for default. If, after serving a Notice of Termination for Default, GNHTD determines that the Contractor has an excusable reason for not performing, GNHTD, after setting up a new work schedule, may allow the Contractor to continue work, or has the right to treat the termination as if it had been issued for the convenience of the District.

6. Civil Rights - Title VI Contractor Assurances

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

Under this Agreement, the Contractor (and any Subcontractors) shall comply with the Acts, Regulations and Requirements prohibiting discrimination (directly and indirectly) on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21, and any implementing requirement FTA may issue or as

amended from time to time, which are herein incorporated by reference and made a part of this contract. The Contractor shall comply with the following requirements:

a. Nondiscrimination & Equal Employment Opportunity

In accordance with Federal transit law requiring Nondiscrimination in Federal Public Transportation Programs, 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, the Contractor will not exclude individuals from participating in, deny a benefit of, or discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin (Limited English Proficiency (LEP) individuals), sex (including sexual orientation), disability, or age, prohibiting discrimination in employment or business opportunities.

In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, Title I of the Americans with Disabilities Act of 1990, as amended 42 U.S.C. §§ 12101, et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor is prohibited from discrimination in employment on the basis of race, color, religion, national origin, sex, disability, or age and shall comply with all applicable EEO requirements without regard to their race, color, religion, national origin, sex (including sexual orientation), age, or disability, prohibiting discrimination by employers in all aspects of employment, such as hiring, firing, and promotions.

b. Sex

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex. 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.

c. Age

In accordance with the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621-634, and U.S. Equal Employment Opportunity Commission (U.S. EEOC) implementing 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 shall not discriminate against individuals on the basis of age.

d. Disabilities

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27, DOT Regulations, 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 on the basis of disability in any program or activity, or against qualified individuals with disabilities. Contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies. Contractors are required to comply with affirmative action requirements for individuals with disabilities (Section 503 of the Rehabilitation Act). Electronic Reports and Information must comply with Section 508 of the Rehabilitation Act of 1973, as amended, ensuring accessibility for individuals with disabilities, as governed by U.S. Access Board’s regulations, which align with the most current version of the Web Content Accessibility Guidelines (WCAG).

For all items (a-d) above, the Contractor agrees to comply with applicable Federal implementing regulations and any other implementing requirements FTA may issue. The Contractor shall include the

provisions of this section (titled "Civil Rights - Title VI Contractor Assurances") in every subcontract, including all solicitations (unless exempt by the Acts, Regulations and directives issued pursuant thereto), either by bidding or negotiation, made by the contractor for work to be performed under a subcontract entered into as part thereof, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

The Contractor will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or FTA to be pertinent to ascertain compliance with such Acts, Regulations, 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 will so certify to the District and FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract the District may withhold contract payments to the contractor under the contract until the contractor complies, and/or cancel, terminate, or suspend the contract, in whole or in part.

The contractor will take action with respect to any subcontract or procurement as the District or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the District to enter into any litigation to protect the interests of the District. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The Contractor shall comply in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and shall certify that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

7. Disadvantage Business Enterprise

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

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

This Contract is subject to 49 C.F.R. § 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. GNHTD shall make all determinations with regard to whether or not a

Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, GNHTD may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with GNHTD.

Per Section 26.13 Federal Financial Assistance Agreement, the following assurances are applicable to all DOT-assisted contracts and their administration: Contract Assurance: 26.13b. The following clause must be placed in every DOT-assisted contract and subcontract verbatim, as it is stated in 26.13(b): "The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 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".

This may include, but is not limited to:

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

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

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

8. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District. This clause applies to both DBE and non-DBE subcontracts.

9. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by FTA (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or as set forth in FTA Circular 4220.1F (or most recent version) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause GNHTD to be in violation of the FTA terms and conditions.

10. Government-Wide Debarment and Suspension

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at

any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

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

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

11. Safe Operations of Motor Vehicles

a. 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 GNHTD.

b. 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 Contract.

12. Resolution of Disputes, Violation and Breach of Contract

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

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

For purposes of this Contract, breach shall include:

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

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

a. Rights and Remedies of Contractor

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

b. Disputes

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

c. Performance during Dispute

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

d. 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.

e. Remedies

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

f. Rights and Remedies

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

13. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor and/or Subcontractor must notify the District, and the District must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the District is located. The Contractor must include an equivalent provision in its subcontracts at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Contractor must notify the District, who must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the District is located, if the District has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the District and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the District. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the District.

14. Lobbying Restrictions

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

15. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. To report each violation to GNHTD and understands and agrees that the GNHTD will, in turn, report each violation as required to assure notification to CTDOT, FTA, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
4. It will comply with the inspection and other requirements and applicable standards, orders or regulations issued pursuant to 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).
5. To include these requirements in all subcontracts under this agreement.

16. 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.

17. Privacy Act

The Privacy Act requirements apply to all Contracts and Subcontracts that contain personal identifier files. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. 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 (42 U.S.C. § 6201).

19. Prohibition on Certain Telecommunications and Video Surveillance Services of Equipment

- A) As required by 2 CFR 200.216, the District, its' Contractors and Subcontractors are prohibited from obligating or expending loan or grant funds to Procure or obtain; Extend or renew a contract to procure or obtain; or Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C) See Public Law 115-232, section 889 for additional information.

D) See also § 200.471.

20. Conformance with ITS National Infrastructure

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

21. Sensitive Security Information

To the extent applicable, GNHTD agrees to comply with 49 U.S.C. 40119(b) and to implement the DOT regulation “Protection of Sensitive Security Information” (49 CFR Part 15); 49 U.S.C. 114(s); and to implement the Department of Homeland Security, Transportation Security Administration regulation “Protection of Sensitive Security Information” (49 CFR Part 1520).

22. ADA Access

The Contractor agrees that facilities and vehicles to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR § 37; and Joint Architectural and Transportation Barriers Compliance Board (ATBCB, or U.S. Access Board)/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR § 37. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42

USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

23. Trafficking In Persons

The contractor agrees that it and its employees that participate in the District's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the District's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the District's Award is in effect; or
- (c) Use forced labor in the performance of the District's Award or subagreements thereunder.

24. Federal Tax Liability and Recent Felony Convictions

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the District will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The District agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

25. State, Territorial, and Local Law

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

Attachment 2

**Greater New Haven Transit District
RFP 05-2026 Professional IT Services**

DRAFT

Attachment 3

**Contractor's Proposal
Professional Services: Information Technology**

DRAFT