

## REQUEST FOR QUOTE (RFQ)

### RFQ A-25 New Britain Lobby Alterations

Quotes are being sought from qualified Vendors to complete the scope of work contained in this RFQ. Work shall be based out of the New Britain Station (CTFastrak) Main St at Columbus Blvd. New Britain, CT 06051

CT *transit* has implemented a safety policy for all Vendors completing contracted services at our Hartford, New Haven, Stamford and CT *fastrak* Divisions. When a Vendor is on site at the CT *transit* facilities they are **required** to wear a high-visibility safety vest or high-visibility shirt, at all times. Vendors are required to provide their own high-visibility clothing.

### RFQ TIMELINE

<b>RFQ RELEASE</b>	Tuesday, August 27, 2024
<b>SITE VISIT</b>	Wednesday, September 4, 2024 @ 10:00am
<b>QUESTIONS DUE BY</b>	Wednesday, September 11 @ 10:00am
<b>CT TRANSIT ANSWERS BY</b>	Monday, September 16, 2024
<b>QUOTES DUE BY</b>	Monday, September 30, 2024 @ 2:00pm

Quotes should be clearly marked "**RFQ A-25 New Britain Lobby Alterations**" and be sent to the attention of Greg Chapin, PCO. The address for U.S. mail is CT *transit*, P.O. Box 66, Hartford, CT 06141-0066. The address for hand delivery is 100 Leibert Road, Hartford, CT 06120.

CT *transit* has working relationships with the State of Connecticut and RAPT Dev USA. Through these relationships we have the advantage of requesting the same pricing afforded on their contracts. CT *transit* would expect that pricing, for the services requested, on any State of Connecticut and/or RAPT Dev USA contract would be extended through this request for Proposal.

**ALL PROSPECTIVE VENDORS MUST INDIVIDUALLY REGISTER WITH CT TRANSIT  
TO REGISTER AND OBTAIN A COPY OF THE PROCUREMENT PACKAGE GO TO  
[WWW.CTTRANSIT.COM](http://WWW.CTTRANSIT.COM)**

**ALL PROSPECTIVE VENDORS SHOULD BE AWARE IF THEY DID NOT OBTAIN THIS PACKAGE FROM  
CT TRANSIT'S PURCHASING DEPARTMENT WE CAN IN NO WAY GUARANTEE YOU WILL RECEIVE  
ANY ADDITIONAL INFORMATION (ADDENDUMS, ETC)**

**BRAND NAMES/APPROVED EQUAL.** If present, brand, manufacturer or product names are indicated in the specifications only for the purpose of establishing identification and a general description of the items(s) sought. Items of equal quality, not bearing such names, may be submitted. A sample of the substituted item(s) **must** be supplied upon request.

Requests for approval of such items may be obtained by completing "Proposal Deviation Form" contained in the section entitled Required Proposal Forms and submitting it to *CT transit* no later than Monday, September 11 at 10:00am. Any request for an approved equal must be fully supported by technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. All requests for Proposal deviations will be responded to via an addendum.

#### **QUALIFICATION OF VENDOR**

The requested services will be acceptable only if a person, firm or corporation with the following qualifications offers them:

- Adequate experience and verifiable history providing the work required as sought through this RFQ.
- Adequate equipment, personnel, and financial resources to fulfill the agreement in a satisfactory manner within the time specified.
- Contractor must be able to perform all work tasks.

#### **PRICING**

Pricing must be entered on the Pricing Quote Forms contained in this RFQ and are to be quoted and broken down as specified. The Vendor shall state the price based on **60 days net**. *CT transit* assumes no responsibility for errors. The quote price/cost shall include all labor, materials, tools, equipment, transportation, and other costs necessary to fully complete the procurement pursuant to the RFQ terms, conditions, and specifications. It is the intention of these specifications to provide and require complete services and supplies as prescribed herein. Any items omitted from the specifications, but which are necessary for such service, 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 service complete and ready for full effective and efficient utilization.

**BASIS OF AWARD.** Award will be based on the lowest qualified Bidder for the services/items sought.

#### **TAXES & INTEREST**

*CT transit* is exempt from the payment of state sales tax; such taxes must not be included in proposed prices. *CT transit* will not pay interest on unpaid or disputed invoices, whether due or overdue.

#### **COMPANY, STATE & FEDERAL FORMS**

The Quoter who has the lowest, responsive and responsible Quote must fill out all applicable Company, State, and Federal Forms before a Purchase Order will be issued.



## **PART I**

### **Technical Specifications**

#### **1.0.1 SCOPE OF WORK**

Note - The information below has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc.

- A. The general scope of this project is to provide alterations to the New Britain Station Lobby as described on tin the plan set.
- B. The details of the scope are defined by the following attachments to this procurement document:
  - I. ATTACHMENT 1: CT *transit* PROJECT SPECIFICATIONS
  - II. ATTACHMENT 2: CSI FORMATTED SPECIFICATIONS
  - III. ATTACHMENT 3: PLAN SHEET
  - IV. ATTACHMENT 4: PREVAILING WAGE RATES

#### **1.0.2 CTDOT FORM 818**

- A. The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, 2020, as revised by the most recently updated Supplemental Specifications (otherwise referred to collectively as "CTDOT Form 818") is hereby made part of this contract. Copies of CTDOT Form 818 and any Supplement Specifications are available at <https://portal.ct.gov/DOT/IT/ConnDOT-Publications-Manuals>

#### **1.0.3 PROJECT SPECIFIC WORK SCHEDULE & PHASING**

- A. Disruption to the operation of CT *transit* must be minimized. Start of physical construction shall not be scheduled until a thorough understanding of long lead time items is developed. Contractor shall follow the requirements defined by section 1.05.08—Schedules and Reports, of the CTDOT Form 818. No compensation shall be made for delays associated with improper coordination of material delivery.
- B. All debris and construction waste must be removed from the site daily. Housekeeping and removal of demolished materials is required. Work area safety and cleanliness is required as members of the public may also be entering the areas.
- C. Items marked as "salvage for future reuse" will need to be scheduled for pickup and removal with CT *transit* prior to its removal.
- D. Workspaces on the exterior of the building will need to be barricaded and coned off to keep the public from entering the work area.
- E. It is anticipated that this project will be complete by **12/31/24**.

#### **1.0.4 IMPORTANT PROJECT SPECIFIC NOTICES TO CONTRACTOR**

- A. State prevailing wages are applicable to this project and the rates are included in Attachment 4. Payroll certifications shall be submitted weekly by the contractor and all subcontractors.

- B. CT *transit* bonding requirements may be applicable to this project. See section "3.1 Bonding" in attachment 1 specifications.
- C. BUY AMERICA
  - I. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver had been granted by FTA or the product is subject to a general waiver.
  - II. A Bidder or Offeror must submit to CT *transit* the appropriate Buy America certification with all Bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification (or are accompanied by a Buy America certification that is filled out improperly) must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
- D. The scope of this project takes place at an active CT *fastrak* platform. The operations of the contractor will be intertwined with the operations of the facility and the public. Safety and accident prevention regarding all workers (contractor's and CT *transit*'s) members of the public and assets is critical.
  - I. Unless otherwise specified, the contractor's established work hours shall be Monday - Friday, 7 a.m. to 3:30 p.m.
  - II. The contractor and CT *transit* staff will work together to establish boundaries in which the contractor will remain generally confined during the work day. It is understood that, while the work takes place, passing in and out of those areas will be required. When operating equipment outside the areas of confinement, ground guides, strobe lights, and appropriate audible alarms will be required.
  - III. At least 12' of unobstructed roadway shall remain accessible at all times. Any work that is determined to impede on this general rule shall be coordinated at least 2 weeks in advance, and shall be performed during a weekend.
  - IV. Daily clean up and consolidation of tools and equipment will be required. The contractor will not obstruct areas outside their agreed upon work areas without written permission by CT *transit* staff.
  - V. Dust and debris control is the responsibility of the contractor. The contractor shall employ whatever means necessary to safely prevent construction dust, water, slurry, projectiles, debris, etc. from exiting the agreed upon work areas. CT *transit* staff and contractor shall agree upon these means prior to the start of any aspect within the scope of work.
  - VI. OSHA regulation compliance to protect contractor's staff in the work area as well as CT *transit* staff immediately around the work area is the responsibility of the contractor.

#### 1.0.5 QUALITY ASSURANCE

- 1. Equipment shall be new, furnished with all specified materials when delivered. Reconditioned or used equipment will not be accepted.

#### 1.0.6 WARRANTY

- 2. Warrant all work specified herein for one year (from project completion) against defects in materials, function and workmanship. Defects shall include, but not be limited to: noisy, rough or substandard operation; loose, damaged, and missing parts; and abnormal deterioration of finish. Warranty shall include materials and labor necessary to correct defects at no cost to owner.

**PART II**

**REQUIRED FORMS**

**IDENTITY OF VENDOR  
REQUESTED INFORMATION**

Company Full Legal Name: \_\_\_\_\_

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

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

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

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

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

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

Company Federal taxpayer identification number \_\_\_\_\_

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

\_\_\_\_\_ An individual or sole proprietorship

\_\_\_\_\_ A general partnership

\_\_\_\_\_ A limited partnership

\_\_\_\_\_ A joint venture consisting of: \_\_\_\_\_  
and \_\_\_\_\_

(List all joint venturers on a separate sheet if this space is inadequate.)

\_\_\_\_\_ A non-profit organization

\_\_\_\_\_ A corporation organized or incorporated under the laws of the following state or country:  
\_\_\_\_\_ on the following date: \_\_\_\_\_.

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

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

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

Secretary's name: \_\_\_\_\_

2. Certificate of Incorporation been previously filed with CT *transit* (corporation only)

Yes

No

**If "NO", attach a certified copy**

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

\_\_\_\_\_

Check this box if your company currently holds a contract with the Department of Transportation State of Connecticut (CTDOT) and/or the Department of Administrative Services (DAS), State of Connecticut. If this box is checked, skip the next request and complete the signature portion of this section.

List below three references, to include company name, business address, telephone number, email address and contact name (**make your references aware that CT *transit* will be contacting them and that the response should be addressed AS QUICKLY AS POSSIBLE**; this may affect your responsibility scoring). Firms or Organizations similar in size to CT *transit* for whom you have performed work/services similar to those sought through this Request for Quote are ideal for references.

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

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**COMPLIANCE STATEMENT FOR OUTSIDE CONTRACTORS WORKING ON PREMISES**

Attn: *CT transit*, Facilities and Procurement Departments, 100 Leibert Road, PO Box 66, Hartford, CT 06141-0066.

We, the undersigned, acknowledge and/or agree to the following:

1. Prior to the start of work - a plan for the reciprocal transfer of information related to chemicals under OSHA's Hazard Communication Standard will be developed with *CT transit* staff.
2. Prior to performing any work requiring lockout / tagout - 48 hours of advance notice will be provided to *CT transit*. A site meeting shall be held to ensure the procedures of all applicable parties are understood.
3. Prior to mobilization - parking and laydown areas for our staff will be designated by *CT transit*.
4. The use of alcoholic beverages while on site is strictly prohibited. Smoking is allowed only in designated locations.
5. Prior to mobilization - security requirements shall be established.
6. Prior to the start of work - emergency alarm, evacuation, and personnel accountability procedures will be agreed upon with *CT transit*.
7. Prior to the start of work – procedures for handling accidents will be agreed upon with *CT transit*.
8. Prior to the start of work – segregation of work zone activity and procedures for work that interferes with the building's life safety features will be agreed upon with *CT transit*. Prior to performing "hot work" – procedures for permitting and fire watch shall be agreed upon with *CT transit*.
9. Contractor is responsible for all OSHA regulation compliance. Prior to starting work – we shall identify "Competent Persons" as defined by OSHA.
10. Prior to start of work – housekeeping and securing of hazardous materials will be agreed upon with *CT transit*.
11. Prior to the start of work – we shall provide the required Certificate(s) of Insurance.
12. Borrowing or operating any shop equipment (e.g. man lifts, fork lifts, etc.) is prohibited unless we receive written permission from *CT transit*.
13. Posted Speed Limits on property (exterior and interior) must be adhered to at all times.

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

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

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

Print Name: \_\_\_\_\_

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

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



**PRICING SHEET**

**RFQ A-25 New Britain Lobby Alterations**

<b>General Conditions</b>	
1. Mobilization, Insurance, Supervision, Project Management, Etc.	\$ _____
<b>Door Replacement</b>	
2. Existing Conditions	
a. Demo	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>
3. Wood, Plastics and Composites	
a. Countertop	\$ _____
b. Casework	\$ _____
c. Wood Blocking	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>
4. Openings	
a. Seal door for Service Window	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>
5. Finishes	
a. Paint Columns	\$ _____
b. Carpet Tile	\$ _____
c. Acoustical Cloud	\$ _____
d. Gyp. Cement Underlayment (Tile)	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>
6. Specialties	
a. Laminated Glass Rain cover	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>
7. Electrical	
a. Furniture Power	\$ _____
b. Furniture Data	\$ _____
c. RLC Ex Fixtures	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>
<b>TOTAL (Sum of Items 1-7)</b>	<b>\$ _____</b>

The undersigned hereby declares that he/she has carefully read and examined the Advertisement and the Request for Quote and has decided to provide services and systems in conformance to the specifications and requirements of this RFQ and any addendum thereto at the price stated in the attached Quote and or any final Quote offered.

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

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

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

Print Name: \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**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 CTtransit has established a contract goal of **zero percent (0%)** for this project. No further action is required.

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

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

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

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

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

## **INSURANCE TYPES AND THRESHOLDS**

Insurance. With respect to the services performed by the Contractor under the terms of this agreement and also those performed for the Contractor by its subcontractor(s), the Contractor will be required to carry, and shall ensure that its subcontractor(s) carry, the insurance coverage included in paragraphs (a), (b) and (c) below, for the duration of this agreement, and any supplements thereto, with CT *transit* being named as an additional insured party for paragraphs (a) and (b) below, at no direct cost to CT *transit*. In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraph (a) and/or (b) below, CT *transit* shall be named as an additional insured.

- (a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) single limit for all damages arising out of bodily injuries to, or death of all persons in any one accident or occurrence, and for all damages arising out of injury to, or destruction of, property including the loss of use thereof in any one accident or occurrence. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to death of all persons in all accidents or occurrences, and out of injury to or destruction of property during the policy period.
- (b) Automobile Liability:
  1. **Non-Transit Motor Vehicle Insurance (Automobile Liability)** The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total 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. IN cases where an insurance policy shows an aggregate as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).
  2. **Non-State-Owned Transit Vehicles** The operation of all motor vehicles, which are not State-owned vehicles, including those hired, leased or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of not less than (a) One Million Dollars (\$1,000,000) for vehicles with a seating capacity of ten (10) or less passengers, (b) One Million Five Hundred Thousand Dollars (\$1,500,000) for vehicles with a seating capacity of eleven (11) through fourteen (14) passengers, and (c) Five Million dollars (\$5,000,000) for vehicles with a seating capacity of fifteen (15) passengers or more, 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.
  3. **State-owned Transit Vehicles, Equipment and Property** All State-owned vehicles, equipment and/or facilities are and shall remain insured by the State under the terms and conditions in effect in accordance with the State insurance policy(ies).
- (c) With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractors, the Contractor shall carry, and shall ensure that its subcontractor(s) carry, Workers' Compensation Insurance, and as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.
- (d) In conjunction with the above, the Contractor agrees to furnish to CT *transit* a Certificate of Insurance on a form acceptable to CT *transit*, fully executed by an insurance company or companies satisfactory to CT *transit*, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.
- (e) The Contractor shall produce, within five (5) business days, a copy, or copies of all applicable insurance policies requested by CT *transit*. In providing said policies, the Contractor may redact provisions of the policies that it deems to be proprietary. This provision shall survive the suspension, expiration, or termination of this Agreement.

- (f) If the Contractor elects to be self-insured rather than acquiring coverage from an insurance company, the Contractor shall ensure to *CTtransit* that it is adequately protected. The Second Party shall submit a notarized statement from an authorized representative providing the following information:
- 1) That the Contractor is self-insured
  - 2) That the Contractor has established a reserve fund that satisfies the minimum requirements set forth in the Agreement for the payments of claims.
  - 3) That the Contractor shall indemnify and hold *CTtransit* harmless.
  - 4) The name, title, and address of the person to be notified in the event of a claim.

If requested by *CTtransit*, the Contractor must provide any additional evidence of its status as a self-insured entity. If such self-insurance program is acceptable to *CTtransit*, in its sole discretion, then the Contractor shall assume and all claims as a self-insured entity.

Please mail or hand carry certificates to:

*CTtransit*  
Purchasing Department  
Attn: Greg Chapin  
P.O. Box 66  
Hartford, CT 06141-0066

Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

## PART III

### QUOTE COMMUNICATION & GENERAL TERMS

#### COMMUNICATIONS

Communications in connection with this RFQ shall be in writing and shall be addressed to Greg Chapin, PCO. Quotes will be submitted to the attention of Greg Chapin. The address for U.S. mail is CT *transit*, P.O. Box 66, Hartford, CT 06141. The address for hand delivery is 100 Leibert Road, Hartford, CT 06120. The telephone number is 860-707-1277; the fax number is 860-524-5396 and e-mail is [gchapin@cttransit.com](mailto:gchapin@cttransit.com). It is the responsibility of the Quoter to assure that correspondence has been received by CT *transit*. Any questions or comments directed to other CT *transit*, officials or agents may result in an Offeror's Quote being disqualified.

**DISQUALIFICATION OF QUOTERS.** Quoters may be disqualified and Quotes may be rejected for any of, but not limited to, the following causes:

- Failure to use the Quote Forms furnished by CT *transit*;
- Lack of signature by an authorized representative on the Quote Forms;
- Failure to properly complete the Quote Forms and certifications;
- Evidence of collusion among Quoters;
- Unfairly represents or conceals any material fact in the Quote;
- Failure to conform to the law or specifications of this Quote or
- Unauthorized alteration of the Quote Forms.
- Conditional Quotes or those taking exceptions to the specifications may be considered non-responsive and may be rejected.
- In all cases, material must be furnished as specified.
- Quotes received after date and time scheduled for Quote opening will be considered non-responsive.
- All Quote documents must be returned with Quote.

Quotes 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 quote or in the items mentioned herein. Quotes that contain any omissions, alterations, additions, or items not called for in the itemized quote, or that contain irregularities of any kind, may be rejected as non-responsive.

#### SMALL BUSINESS ENTERPRISE (SBE)

Please be advised that a Small Business Enterprise (SBE) goal of **zero (0%)** has been assigned for this procurement. There are **minimal subcontracting opportunities** to be offered with this contract.

#### QUESTIONS, CLARIFICATIONS, AND/OR SUGGESTIONS

Quoters are encouraged to make suggestions and recommendations regarding the specifications and content of this RFQ. All suggestions will be reviewed by CT *transit* and will be addressed in writing via an addendum. Additionally, questions and/or requests for clarifications regarding the content of this RFQ are to be submitted in writing and will be addressed in the same addendum format. If a Quoter feels a conflict exists between what is considered a good practice and these specifications, he/she shall state in writing all objections prior to submitting a Quote.

Addendums will be issued on CT *transit's* website; it is the responsibility of the interested Bidder to download this information. All items meeting the requirements of this section must be submitted in writing (email or hand delivered) to the attention of Greg Chapin, PCO and must be received by **10:00am Wednesday, September 11th.**

## **ADDENDA**

CT *transit* reserves the right to revise or amend the specifications up to the time set for submitting the Quotes. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Addendums will be issued on CT *transit's* website; it is the responsibility of the interested Bidder to download this information. If the revisions and addenda require changes in quantities or specifications, or both, the date set for submitting Quotes must be postponed by such number of days as in the opinion of CT *transit* shall enable Quoters to revise their Quotes.

Quoters must acknowledge receipt of addenda on the form included with the addenda. Failure to acknowledge receipt of all addenda may cause the Quote to be considered non-responsive to the solicitation.

## **QUOTE DUE DATE**

Quotes are due on or **before 2:00pm Monday, September 30, 2024**. The address for U.S. mail is CT *transit*, P.O. Box 66, Hartford, CT 06141. The address for hand delivery is 100 Leibert Road, Hartford, CT 06141. Quotes must be submitted to the attention of Greg Chapin, PCO. It is the responsibility of the Proposer to verify that all submittals are received at CT *transit's* Purchasing Offices prior to the time and date listed. Quote outer packaging must be clearly marked with "**RFQ A-25 New Britain Lobby Alterations**" in capital letters.

## **INVOICING**

All documentation shall be addressed to Accounts Payable and be sent directly to CT *transit* P.O. Box 66, Hartford, CT 06141-0066. All documentation must include the Purchase Order number. Payment terms are net sixty - (60) days after acceptance thereof. CT *transit* is exempt from the payment of state sales tax. Tax-exempt certificates will be provided upon award, if requested.

## **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

### **SEEC FORM 11**

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

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

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

## **DUTY TO INFORM**

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

## **PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties: **Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals. **Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

## **CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided. In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## **DEFINITIONS**

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv)



an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

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

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

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

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

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

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

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or

executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

## **CT TRANSIT STANDARD TERMS & CONDITIONS**

**All Contracts issued by CT TRANSIT will bind Sellers to the Terms & Conditions listed below (as applicable)**

**Acceptance.** Commencement of performance by Seller pursuant to this Purchase constitutes acceptance by Seller of these Terms of Purchase. If delivery dates cannot be met, Seller shall inform CT *transit* in writing as soon as possible, by return mail, e-mail or facsimile (as circumstances require), of Seller's best possible alternative delivery dates for CT *transit's* acceptance. Orders not shipped on date specified by CT *transit* may be cancelled without obligation on the part of CT *transit*. If these conditions are not acceptable, you are to so advise CT *transit* upon receipt of Purchase Order and withhold shipments until matter is adjusted.

**Deliveries & Times.** All materials furnished must be of the exact quality specified or the best of their respective kinds, and will be subject to our inspection, count and approval. CT *transit's* schedules are based upon the understanding that deliveries of goods and/or services by Seller to CT *transit* shall be made by the date specified on the face of the Purchase Order. If deliveries are not made by the time agreed upon, CT *transit* reserves the right to cancel any remaining deliveries without liability to CT *transit* and to hold the Seller accountable for any costs and/or losses to CT *transit* arising there from. Any final inspection shall be on CT *transit's* premises or at such other locations as determined by CT *transit* at its sole discretion, unless otherwise agreed to in advance in writing by CT *transit*. If rejected, materials will be returned to Seller subject to payment of transportation both ways or held for disposition at Sellers risk and expense.

**Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed upon by CT *transit*.

**Packing Slip.** Itemized packing slips, giving correct Purchase Order number, accompanied by original bill of lading and stating clearly terms of delivery must accompany each shipment.

**Invoices and Payments.** All invoices and reports must be addressed to Jeff LaPorte and be sent directly to CT *transit*, P.O. Box 66, Hartford, CT. 06141-0066. Invoices must be submitted for all materials supplied/work performed in accordance with the Purchase Order. The Purchase Order must be referenced on all Invoices for payment. The Seller shall state the price based on payment terms of **net sixty (60) days** after confirming delivery or completion of services (as applicable), unless other terms have been agreed to in writing by CT *transit*. Statements to CT *transit* must be made on a monthly basis or as otherwise agreed upon. CT *transit* is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in pricing.

**Assignment.** The selected Seller shall not assign, transfer, convey or otherwise dispose of, in whole or part the Purchase Order without the prior written approval of CT *transit*; which approval CT *transit* may withhold at its sole and absolute discretion. In case any work, materials or equipment which are mentioned, specified or indicated or otherwise provided for in the Purchase Order shall be required to be omitted from the Purchase Order. The Seller shall, upon ten (10) days notice and as mutually agreed upon between Seller & CT *transit*, omit the performance of such work and the furnishings of such materials or equipment. The Seller shall deduct from the amount to be paid to the Seller the amount CT *transit* and the Seller shall determine and mutually agree to be the reasonable value of such work, materials and equipment, and such determination and agreement shall be final and conclusive upon the Seller. It is understood, however, that the amount of work, materials or equipment required by the Purchase Order shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as to substantially alter the general character or extent of the Purchase Order.

**Materials & Warranties.** All materials shall comply with requirements of all state and federal laws, and Seller in accepting the Purchase Order agrees to defend and save harmless purchaser from any loss or expense by reason of actual or alleged infringement of any patent. Seller warrants that all goods delivered to CT *transit* shall be fit for their particular purpose, and free from defect of material or workmanship, and shall conform strictly to any specifications, drawings or sample specified or furnished. All services supplied by Seller to CT *transit* shall be performed in a professional manner and free from error. These warranties shall survive inspection, delivery, acceptance or payment by CT *transit* of such goods and/or services.

**Suspend Shipments.** CT *transit* reserves the right to suspend shipments in the event of strikes, differences with workmen, accidents or other contingencies beyond our control.

**Compliance with Applicable Law.** Seller shall comply with all federal, state and local laws, including without limitation all statutes, rules, regulations, ordinances, proclamations, demands, directives, executive orders, or any other requirements of any municipal, state, federal government and all subdivisions thereof which may hereafter govern the sale, delivery, or performance of the goods and/or services contemplated by the Purchase Order, executive or administrative requirements in furnishing goods and services, including CT *transit's* equal employment opportunity and minority business enterprise utilization obligations under its contract with the Federal Transit Administration.

**Suspension & Debarment.** The Seller certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

**Indemnification.** Seller will indemnify, hold harmless and defend CT *transit* & the State of Connecticut, its officers, agents, and employees from all liability for claims, suits, actions, damages, costs, expenses (including reasonable attorneys' fees) loss or injury to persons or property in any manner arising out of or incident to Seller's performance hereunder. Seller's indemnification obligation shall survive Seller's performance hereunder.

**Title & Risk of Loss.** Shipments are made prepaid and allowed, and shall include all shipping charges, and any special packing or crating. Seller warrants title to all goods sold and bears the risk of loss or damages to the items purchased under

the Purchase Order until delivery conforms with the Purchase Order at the f.o.b. point specified by *CTtransit*, and upon such conforming delivery, title shall pass. Passing of title shall not constitute acceptance of the items by *CTtransit*.

**Advertising.** The Seller may not reference sales to *CTtransit* or the State of Connecticut for advertising and/or promotional purposes without the prior approval of the parties.

**Rights.** The State has sole and exclusive right and title to all printed material produced for *CTtransit* and the Seller shall not copyright the printed matter produced under this contract.

**Confidentiality and Care of Data.** The Seller agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The Seller shall take all steps necessary to safeguard data, files, and reports of other information from loss, destruction, or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the Seller when such loss or damage occurred through its negligence.

**Conflicting Terms on Invoice.** If terms of the Purchase Order do not appear on or agree with Seller's invoice as rendered, Seller agrees that *CTtransit* may make such changes to such invoice to conform the same to the Purchase Order and make payment accordingly.

**Conflicts Generally.** These Standard Terms & Conditions shall govern in the event of any conflict with any term or condition of Seller's estimate or any other documentation of Seller and are not subject to change by reason of any written or verbal statements of Seller, or by any terms stated in any documentation of Seller, unless the same be accepted by *CTtransit* in writing.

**Costs of Enforcement.** If *CTtransit* is required to take legal action, including, but not limited to litigation, to enforce these Terms of Purchase, *CTtransit* shall recover its reasonable attorney fees, collection fees and court costs incurred in any such action.

**Termination.** *CTtransit* may terminate this contract whenever it is determined (at *CTtransit*'s sole discretion) that such termination is in the best interests of *CTtransit* and/or the State of Connecticut. Any such termination shall be effected by delivery to the Seller of a verbal and/or written notice of termination. The notice of termination shall be sent by registered mail to the Seller address furnished to *CTtransit* for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Seller shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to *CTtransit* all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Seller in performing his/her duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State of Connecticut. In the event of such termination, the Seller shall be entitled to reasonable compensation as determined by *CTtransit* however; no compensation for lost profits shall be allowed.

**Entire Agreement.** The terms and provisions herein contained constitute the entire Agreement between the parties and shall supercede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut. Nothing contained in this Agreement shall be construed as an Agreement by the State to directly obligate the State to creditors or employees of the Second Party. The only exception to this would be any formal contracts entered into; language contained in the formal contract would be final and binding.

**Executive Orders.** This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 promulgated April 17, 2006, concerning the utilization of environmentally and health-friendly cleaning and/or sanitizing products when practicable. 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 this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: [http://www.das.state.ct.us/Purchase/ Info/Executive\\_Orders.pdf](http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf).

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

**Publication of Reports.** The ownership of all data and material collected under this Agreement shall be vested in the Second Party and the State/ *CTtransit*. All reports shall be submitted to *CTtransit* for review prior to publication. The following statement should appear on the cover or title page of any published report prepared under the terms of this Agreement: *"Prepared in cooperation with the U.S. Department of Transportation (including its participating agencies), Connecticut Department of Transportation And CTtransit. The opinions, findings and conclusions expressed in this publication are those of the Second Party and do not necessarily reflect the official views or policies of the CTtransit, Connecticut Department of Transportation and/or the U.S. Department of Transportation."*

**Jurisdiction and Forum Language.** This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut. The Second Party 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 Hartford-New Britain at Hartford 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 CT *transit's* immunities.

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

**Freedom of Information Act.** The State is entitled to receive a copy of records and files related to the performance of the Second Party under this Agreement, and such records and files shall be subject to the Freedom of Information Act and may be disclosed by the State pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the State in accordance with the 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.

**Policy on Disadvantaged Business Enterprise Program.** The Connecticut Department of Transportation (ConnDOT) is committed to the effective implementation of the Disadvantaged Business Enterprise (DBE) Program as defined in Title 49, Code of Federal Regulations (CFR) Part 26. This program will be executed in accordance with the regulations of the United States Department of Transportation (DOT) as a condition of receiving DOT funding.

## **Required FTA Federal Clauses**

### **ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**

**49 CFR Part 18**

#### **Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

#### **Flow Down**

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

#### **Model Clause/Language**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

**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.

### **ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**

**18 CFR 18.36 (i)**

**49 CFR 633.17**

#### **Applicability to Contracts**

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

#### **Flow Down**

FTA does not require the inclusion of these requirements in subcontracts.

#### **Model Clause/Language**

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or

employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

<b>Contract Characteristics</b>	<b>Operational Service Contract</b>	<b>Turnkey</b>	<b>Construction</b>	<b>Architectural Engineering</b>	<b>Acquisition of Rolling Stock</b>	<b>Professional Services</b>
<b>I State Grantees</b>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<b>II Non State Grantees</b>	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

**FEDERAL CHANGES**

**49 CFR Part 18**

**Applicability to Contracts**

The Federal Changes requirement applies to all contracts.

**Flow Down**

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Model Clause/Language**

No specific language is mandated. The following language has been developed by FTA.

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during

the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

### **Applicability to Contracts**

Applicable to all contracts.

### **Flow Down**

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

### **Model Clause/Language**

While no specific language is required, FTA has developed the following language.

#### **No Obligation by the Federal Government.**

(1) The Purchaser and 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31 18 U.S.C. 1001**

**49 U.S.C. 5307**

### **Applicability to Contracts**

These requirements are applicable to all contracts.

### **Flow Down**

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

### **Model Clause/Language**

These requirements have no specified language, so FTA proffers the following language.

#### **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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.

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## **TERMINATION**

### **49 U.S.C. Part 18**

### **FTA Circular 4220.1E**

#### **Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

#### **Flow Down**

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

#### **Model Clause/Language**

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

**a. Termination for Convenience (General Provision)** *CTtransit* may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 *CTtransit* to be paid the Contractor. If the Contractor has any property in its possession belonging to *CTtransit*, the Contractor will account for the same, and dispose of it in the manner *CTtransit* directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, *CTtransit* may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**c. Opportunity to Cure (General Provision)** *CTtransit* in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to *CTtransit's* satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from *CTtransit* setting forth the nature of said breach or default, *CTtransit* 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 *CTtransit* 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 *CTtransit* elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by *CTtransit* shall not limit *CTtransit's* remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** *CTtransit*, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, *CTtransit* shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** 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, *CTtransit* may terminate this contract for default. *CTtransit* 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 *CT transit*.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery 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, *CT transit* may terminate this contract for default. *CT transit* shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of *CT transit* goods, the Contractor shall, upon direction of *CT transit*, protect and preserve the goods until surrendered to *CT transit* or its agent. The Contractor and *CT transit* shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 *CT transit*.

**h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, *CT transit* may terminate this contract for default. *CT transit* shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, *CT transit* may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to *CT transit* resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by *CT transit* in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of *CT transit*, acts of another Contractor in the performance of a contract with *CT transit*, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies *CT transit* in writing of the causes of delay. If in the judgment of *CT transit*, the delay is excusable, the time for completing the work shall be extended. The judgment of *CT transit* shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of *CT transit*.

**i. Termination for Convenience or Default (Architect and Engineering)** *CT transit* may terminate this contract in whole or in part, for *CT transit*'s convenience or because of the failure of the Contractor to fulfill the contract obligations. *CT transit* shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of *CT transit*, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, *CT transit* may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by *CT transit*.

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 *CT transit*.

**j. Termination for Convenience or Default (Cost-Type Contracts)** *CT transit* may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state

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

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

If, after serving a notice of termination for default, CT *transit* determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, CT *transit*, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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## **CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000**

**42 U.S.C. § 6102, 42 U.S.C. § 12112**

**42 U.S.C. § 12132, 49 U.S.C. § 5332**

**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

### **Applicability to Contracts**

The Civil Rights Requirements apply to all contracts.

### **Flow Down**

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

### **Model Clause/Language**

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

**Civil Rights** - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1E**

**Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

**Flow Down**

The incorporation of FTA terms has unlimited flow down.

**Model Clause/Language**

FTA has developed the following incorporation of terms language:

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 CT *transit* requests which would cause CT *transit* to be in violation of the FTA terms and conditions.

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**CERTIFICATION OF COMPLIANCE**

The bidder hereby certifies that it will meet the requirements of the applicable regulations in these Model Clauses.

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

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

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

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