

Jonathan Draper

From: Joel Sekorski
Sent: Wednesday, December 4, 2019 3:57 PM
To: Maurette Wall; Jonathan Draper; Carol Anderson
Cc: Elinor C. Carbone; Carol Tucker
Subject: FW: Section 5310 Agreement Package for Signature 11.13-29(19) City of Torrington-Sullivan Senior Center
Attachments: Instructions for Agreement.pdf; City of Torrington - Sullivan Senior Center-Agreement Package for Signature 11.13-29(19).pdf

Good Afternoon Maurette and Jon

Great News

We have again written a successful 5310 grant application. This 80/20 matching grant totaling \$64,000 for the purchase of an assisted Transportation Van with Lift will be supported up to 80% \$51,200 from the DOT 5310 and 20% 12,800 by City match (20% match in place). If the purchase price of the new vehicle exceeds \$64,000 the city would be responsible for the additional cost. The projected cost of the new vehicle was less than \$64,000 at the time the grant was written and is not expected to exceed. We have already printed the documents out and will send them to the mayor pending signature.

For 12/16 council agenda

To act on the Services for the Elderly Commission's 9/16/19 recommendation to ensure the City Council authorize that the Mayor be the applicant for the Assisted Transportation Program's DOT Sec. 5310 grant when the grant is awarded (9/9/19) and agreement is received (12/4/19). The grant supplies funding for 80% of the value of an approved wheelchair accessible van. 20% of the value of the vehicle would be paid by the City. The Assisted Medical Transportation Program has already secured funds for the 20% match.

Expected maximum cost of the vehicle; \$64,000, Grant 80% \$51,200 / 20% Program \$12,800.

I plan to be in attendance to answer any questions on the 16th. Please let me know if there is any other information needed.

Joel

Joel Sekorski

Director, Services for the Elderly

Sullivan Senior Center

88 East Albert Street
Torrington, CT 06790

860.489.2211 Phone
860.307.0914 Cell
860.489.2529 Fax

From: Alasso, Amy R <Amy.Alasso@ct.gov>

Sent: Wednesday, December 04, 2019 1:06 PM

To: Elinor C. Carbone <Elinor_Carbone@torringtonct.org>

Cc: Joel Sekorski <Joel_Sekorski@torringtonct.org>; Carol Tucker <Carol_Tucker@torringtonct.org>; Rivers, Lisa A <Lisa.Rivers@ct.gov>; Kelley, Jacqueline R. <Jacqueline.Kelley@ct.gov>; Almodovar, Alejandro <Alejandro.Almodovar@ct.gov>; Lawrence, Ellen M <Ellen.Lawrence@ct.gov>; Gonzalez, Alicia <Alicia.Gonzalez@ct.gov>

Subject: Section 5310 Agreement Package for Signature 11.13-29(19) City of Torrington-Sullivan Senior Center

Ms. Carbone,

Attached for your signature is a complete Agreement Package pertaining to the subject matter, along with instructions.

Please print **two (2), single sided**, complete agreement packages, sign and date, and return both Original signed copies of the complete agreement packages to the address listed below.

Amy Alasso
Transportation Planner 1
State of Connecticut
Department of Transportation
Office of Transit and Ridesharing
Room 1137NE
P.O. Box 317546
Newington, CT 06131-7546

If you have any questions or would like to review this agreement package together, please call me at (860) 594-2137 or email Amy.Alasso@ct.gov.

Respectfully,

Amy Alasso
Transportation Planner 1
Bureau of Public Transportation
Office of Transit & Ridesharing
2800 Berlin Turnpike I Newington, CT 06111
860-594-2137

**AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
CITY OF TORRINGTON - SULLIVAN SENIOR CENTER
FOR A CASH GRANT TOWARD THE
PURCHASE OF WHEELCHAIR-ACCESSIBLE MOTOR VEHICLE(S)
FOR ELDERLY AND/OR DISABLED PERSONS TRANSPORTATION PROGRAMS**

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 20____, by and between the State of Connecticut, Department of Transportation, Joseph J. Giulietti, Commissioner, acting herein by Richard W. Andreski, Bureau Chief, duly authorized, hereinafter referred to as the "State", and City of Torrington - Sullivan Senior Center, eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act, as amended, having its principal place of business at 88 East Albert Street, Torrington, CT 06790, acting herein by Elinor C. Carbone, Mayor, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively the "Parties".

WITNESSETH, THAT:

WHEREAS, Section 5310 of the Federal Transit Act, as amended, 49 U.S.C. 5310, authorizes the formula assistance program for Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to States and designated recipients to improve mobility for seniors and individuals with disabilities; and

WHEREAS, the Federal Transit Administration (hereinafter referred to as "FTA") has designated the State as a grant recipient for capital grants under FTA Section 5310 of the Federal Transit Act, as amended; and

WHEREAS, the Governor of the State of Connecticut, in accordance with a request by the FTA, has designated the Commissioner of the Department of Transportation to evaluate and select projects proposed by eligible public bodies and private nonprofit organizations and to coordinate the grant applications; and

WHEREAS, the Second Party shall adhere to the guidelines outlined in the Grant Application, filed with and approved by the State, such Grant Application is hereto and hereby made a part of this Agreement and incorporated by reference herein; and

WHEREAS, the State and the Second Party desire to secure and utilize federal grant funds for the transportation needs of the elderly and/or disabled citizens of the State of Connecticut; and

WHEREAS, the State, pursuant to Subsection (a) of Section 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the Second Party providing for the distribution of Federal and State funds (if available) to enable the Second Party to purchase equipment solely for the hereinabove stated purpose.

NOW, THEREFORE, the parties hereto mutually agree as follows:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claim or Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

1. Agreement of the Parties: The purpose of this Agreement is to provide for the undertaking of transportation services for the elderly and/or disabled individuals by the Second Party or a contractor thereof (hereinafter referred to as the "Project"), as described in the Second Party's Grant Application, which is incorporated herein by reference, and to state the terms, conditions and mutual understanding of the Parties as to the manner in which the Project will be undertaken and continued.

2. Term of Agreement: This Agreement shall commence January 1, 2020 and extend through December 31, 2026, unless previously terminated in accordance with any other provision of this Agreement. The State reserves the right to continue this Agreement

in full force and effect for a maximum period of one (1) year beyond the expiration date upon written notice to the Second Party.

The parties agree that if the Second Party requests any changes pertaining to the total amount specified in **Article 5** of this Agreement, the requested change(s) shall be submitted in writing to the State for its prior approval and the Parties shall execute a supplemental agreement to make the change(s).

3. State Requirements: The Second Party agrees to comply with all applicable State Requirements, referred to in **Appendix "A"**, attached hereto and hereby made a part of this Agreement.

4. Federal Requirements: The Second Party agrees to comply with all applicable Federal Requirements, referred to in **Appendix "B"**, and **the "Title VI Contractor Assurances/DOT Order No. 1050.2A"** attached hereto and hereby made a part of this Agreement.

5. Scope of Project: The Second Party hereby agrees to accept, subject to all herein-contained terms and conditions, a Cash Grant not to exceed the amount of Fifty-one Thousand Two Hundred Dollars (\$51,200), as determined by the Program Guidelines described in the Application, hereinafter referred to as the "Grant", to be used exclusively to purchase one (1) wheelchair accessible motor vehicle(s), including certain specialized accessories and related equipment, hereinafter referred to as the "Project Equipment". In consideration thereof, the Second Party agrees to undertake and implement the Project in the manner described in the Application and attested to in the Acceptance Certification, both herewith incorporated by reference, filed with and approved by the State, and in accordance with the terms and conditions of this Agreement.

The Second Party shall undertake and implement the Project pursuant to the terms of this Agreement for the duration of the useful life of the Project Equipment with all practical dispatch, in a sound, economical, and efficient manner. "Useful life" in regards to vans shall mean four (4) years of project operation or 100,000 miles; in regards to small buses, five (5) years of project operation or 150,000 miles.

6. Purchase of Project Equipment: The purchase of all Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Second Party, and shall be purchased in accordance with applicable State laws and the standards set forth in the Office of Management and Budget (OMB) Circular A-102, incorporated herein by reference.

The Second Party shall have ninety (90) calendar days from the date of receipt of a fully executed Agreement to forward to the State a written confirmation that the bid process for the purchase of Project Equipment has been initiated, either individually or through a local transit district. The Second Party shall utilize the Procurement Procedures set forth in **Attachment 1** of this Agreement if (a) the Second Party is a private nonprofit organization, or (b) the Second Party is an eligible public body federally approved pursuant

to Section 5310 of the Federal Transit Act and the purchase price is One Hundred Thousand Dollars (\$100,000) or less.

In the event the Second Party opts to utilize an existing motor vehicle as a trade-in, the trade-in allowance, as determined by the vendor, should be used toward any additional costs the Second Party may incur with the purchase of the Project Equipment. The State will provide a Cash Grant for eighty percent (80%) of the total Project Equipment cost not to exceed Fifty-one Thousand Two Hundred Dollars (\$51,200).

The Second Party may order the Project Equipment in advance of receipt of a fully executed Agreement in order to expedite delivery of the Project Equipment; however, this action shall be taken entirely at the risk of the Second Party. Payment for the Project Equipment will be made in accordance with **Article 7**. The State shall not incur any liability under this Agreement until it has issued its written approval of the purchase, including such conditions as it deems appropriate. The failure of the Second Party to comply with the conditions set forth in the written approval relieves the State from any and all liability under this Agreement.

Proof of purchase shall consist of a dated manufacturer's or vendor's invoice naming the Second Party as recipient of the Project Equipment, fully identifying the Project Equipment, marked as "Paid in Full" and signed by an official representative of the manufacturer or dealer.

Failure to meet any conditions imposed by this Agreement or the written approval will result in a return of the Grant funds to the State by the Second Party.

7. Payment to the Second Party Related to the Project Equipment: Upon full and proper execution of this Agreement, delivery, and acceptance of Project Equipment (including a completed vehicle acceptance form), a manufacturer's/vendor's invoice, and a completed State reimbursement form (the "Invoice Summary and Processing Form" (ISP) or its replacement), as well as receipt by the State of a certificate of origin and a completed Certificate of Insurance, the State will provide payment in the form of a check.

The State will issue payment within fifteen (15) business days after receipt of the required documents. However, if the request for payment is received between June 21 and July 20 of the calendar year, the State will issue payment by August 4 of the calendar year. The Grant represents eighty percent (80%) of the total Project Equipment cost not to exceed Fifty-one Thousand Two Hundred Dollars (\$51,200).

The Grant will be the maximum contribution by the State for the Project Equipment. Additional costs for the Project Equipment will be borne by the Second Party.

The Second Party agrees that the receipt of funds under this Agreement is subject to all controls and conditions imposed by this Agreement and the relevant Federal and/or State regulations.

The Second Party agrees that the terms of this Agreement do not constitute a loan but rather a grant for the specific purposes contained herein.

The Second Party agrees it is not authorized to allow funds appropriated under this Agreement to be used to pay its creditors unless the creditor incurred an expense specifically authorized by this Grant and relevant Federal and/or State regulations.

The Second Party agrees that the funds provided under this Agreement and proceeds from the sale of any Project Equipment purchased with such funds during the useful life of such Project Equipment shall remain the property of the State for use in the Federal Section 5310 Program.

The Second Party agrees to make payment to the manufacturer/vendor within three (3) business days of receiving the Grant funds from the State or the monies must be returned to the State. Proof of vendor payment must be kept on file by the Second Party for the duration of the useful life of the Project Equipment.

8. Ownership, Title and Registration of Project Equipment: The Second Party shall assume ownership of Project Equipment in trust for the State and such Project Equipment shall be in the name of the Second Party subject to the restrictions on use and disposition of the Project Equipment set forth herein. The Second Party shall not transfer ownership of the Project Equipment to any third party without prior, written approval of the State. The State shall be listed as first lien holder on the motor vehicle registration(s) for the vehicle(s). Vehicle(s) title(s) shall be retained by the State.

At its discretion, the State may, under the terms and conditions of this Agreement, designate the Second Party as a lead coordinating entity within a region. As such, the Second Party may, as necessary and with the written approval of the State, assume ownership in trust for the State and custody of any Project Equipment transferred from other Section 5310 organizations or other providers of elderly/disabled transportation, to effect continued regional coordination of transportation services to the elderly and disabled individuals.

The Second Party shall hold the Project Equipment purchased under this Agreement as the trustee and custodian for the State. The Second Party agrees that it lacks any beneficial interest in the Project Equipment purchased under this Agreement and that it acts as an agent of the State solely for the purpose of disbursing the Grant funds provided under this Agreement.

The Project Equipment shall, during the useful life of the vehicle(s), be registered in accordance with all applicable rules and regulations of the Connecticut Department of Motor Vehicles.

9. Use of Project Equipment: The Second Party agrees that the Project Equipment shall be used for the provision of transportation service in the area and in the manner described in the Project Description of its above-mentioned Application for the

duration of its useful life. If during such period, the Project Equipment is not used in this manner or is withdrawn from transportation service or the Second Party becomes insolvent, the Second Party shall immediately notify the State and ownership and possession of the Project Equipment shall revert to the State. If this Agreement is terminated at any time during the Project Equipment's useful life, the Project Equipment must be returned to the State. If the Project Equipment is out of service for more than sixty (60) days, the Second Party shall immediately notify the State, and the State shall take appropriate action to reclaim said Project Equipment at the expense of the Second Party. After the Project Equipment has reached the limits of its useful life, as specified in **Article 5**, the State shall have no further interest in the Project Equipment.

In further consideration of the use of said Project Equipment, the Second Party shall:

- (a) Guarantee that, at no cost or expense to the State, said Project Equipment shall be properly operated in a safe condition and regularly maintained throughout the term of this Agreement in accordance with the maintenance and inspection schedule supplied by the manufacturer of the Project Equipment.
- (b) Guarantee that any and all repairs to the Project Equipment are accomplished by a certified mechanic. Receipts for said repairs shall be forwarded to the State.
- (c) Guarantee that, the interior or exterior of said Project Equipment shall not be modified, including modification by the addition of advertising or additional signage to the vehicle, without prior written approval of the State. The State has the authority to approve or decline such modification of the Project Equipment.
- (d) Guarantee that the Project Equipment will be housed and utilized primarily in the region through which the application was made.
- (e) Establish and maintain throughout the term of this Agreement, including supplements thereto and renewals thereof, if any, separate and complete accounting records of all costs associated with the Project.
- (f) During the useful life of the Project Equipment, any and all payments made to the Second Party as a result of material damage to the Project Equipment, whether paid by an insurance company or any private agency or party, shall be returned to the State, unless:
 - (1) The Second Party demonstrates, by proof of invoice, that the payments received were utilized to repair the Project Equipment so as to keep it in service or return it to service. Repairs to the Project

Equipment must be scheduled no later than thirty (30) days after receiving insurance or private party proceeds. or

- (2) Upon prior written approval from the State, the Second Party purchases suitable replacement equipment of similar quality and remaining useful life. In the event replacement equipment is purchased, the State may retain its proportioned interest in the equipment beyond the original expiration date of this Agreement. The purchase of suitable replacement equipment must be in accordance with **Article 6** hereof. The purchase of suitable replacement equipment must be initiated within fourteen (14) days after receiving insurance or private party proceeds.

10. Disposition of Project Equipment: After Project Equipment has reached the end of its useful life as stipulated in **Article 5** of this Agreement; the State shall, upon confirmation that the Project Equipment has reached the end of its useful life, return the title pertaining to the Project Equipment to the Second Party. The Second Party may then elect to continue to use or dispose of the Project Equipment; however, proceeds from the sale of said Equipment must remain in use for program purposes.

If the subject vehicle is sold for more than \$5,000, the Second Party must reimburse the Federal Transit Administration a proportionate share (80%) of the fair market value or the net sales proceeds. The Second Party must notify the Department if a vehicle is sold for more than \$5,000 in order to arrange to return the funds to the Federal Transit Administration.

11. Records and Reports: The Second Party shall advise the State regarding the progress of the Project at such time and in such manner as the State requires, including, but not limited to, meetings and interim reports.

The Second Party shall collect and submit to the State at such time as the State may require, such financial statements, operations data, records, contracts, and other documents related to the Project as may be deemed necessary by the State. This shall include, but not be limited to:

- (a) Submitting quarterly operating reports (on forms supplied by the State) for the previous three (3) months of operation.
- (b) Reporting all minor motor vehicle accidents involving the Project Equipment to the State within ten (10) days of the occurrence; any incident which results in an injury to a driver or passenger, or which results in property damage of over Two Thousand Five Hundred Dollars (\$2,500), shall be reported to the State within twenty-four hours.

- (c) Certifying annually, in writing, that said Project Equipment is still being used in accordance with the terms and conditions set forth in this Agreement.
- (d) Responding to and maintaining records of any survey forms requested by the State or its Representatives.

12. Termination: The State reserves the right to terminate this Agreement:

- (a) without cause with sixty (60) days prior written notice to the Second Party; or
- (b) with cause, forthwith, upon delivery to the Second Party of written notice of termination, citing any one or more of the following reasons:
 - (1) the Second Party discontinues the operation of the said Project Equipment in providing transportation to the elderly and/or disabled; or
 - (2) the Second Party takes any action and/or fails to take required action pursuant to the terms of this Agreement without the required approval(s) of the State; or
 - (3) the Second Party being declared by competent authority to be incapable of operation under this Agreement.

Upon termination of this Agreement as provided in **Article 12 (a)** or **Article 12(b)**, the Second Party shall forthwith return ownership and possession of the said Project Equipment to the State, in as good condition as it was purchased by the Second Party, with normal wear and depreciation expected. It is understood and agreed by the Parties hereto that if this return cannot be made by the Second Party, the Second Party may, at the discretion of the State, be assessed all or a proportionate share of the then current market value of the said Project Equipment. If, however, it is clear to the State that the Second Party has not made a demonstrated effort to operate the Project Equipment as described in the application and required under this Agreement, at the State's discretion, it may require the return of the Project Equipment.

13. Prohibited Interest: No member, officer, or employee of the Second Party during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The Second Party warrants that it has not employed or retained any company or person other than bona fide employees working solely for the Second Party to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Second Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation, the State shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the agreed price or consideration, or

otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

14. Official Notices: Any "Official Notice" from one such party to the other such party (or Parties), in order for such Notice to be binding thereon, shall:

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

(1) When the State is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
P. O. Box 317546
2800 Berlin Turnpike
Newington, Connecticut 06131-7546;

(2) When the Second Party is to receive such Notice -

The person(s) acting herein as signatory for the Second Party receiving such Notice;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such Notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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

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

15. Liquidation of Indebtedness: The State may refuse at any time to make payments under this Agreement if (a) the Second Party has failed to comply with the terms of this Agreement or any applicable State law or regulation, or (b) the Second Party is

indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment or the objectives of this Agreement. Under such conditions, the State will inform the Second Party in writing, that payment will not be made after a specified date until the noncompliance described in such notice is corrected or the indebtedness is liquidated.

16. Contracts Under this Agreement/Subcontracts: Unless otherwise authorized in writing by the State, the Second Party shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement. The Second Party shall include in all subcontracts entered into pursuant to this Agreement all of the above-required clauses.

17. Inspections and Site Visits: The State shall have the right to inspect the Second Party's Project Equipment, facilities, and records with respect thereto as shall be reasonably necessary to confirm the proper operational and administrative upkeep of such assets purchased and/or being subsidized with federal and/or state funds.

18. Environmental Law Compliance: The Second Party shall be responsible for complying with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities, owned and/or leased by the Second Party, including but not limited to, pollutants emissions control, storage and/or disposal or waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible for compliance with all Occupational Safety and Health Administration (OSHA) regulations. The Second Party will hold the State harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

19. Facsimile Agreement: The Parties agree that facsimile, email, or photocopies of signatures and initials are acceptable and shall be binding and construed as if originals.

The Parties hereto have set their hands on the day and year indicated.

STATE OF CONNECTICUT
Department of Transportation

By: _____

Richard W. Andreski
Bureau Chief
Bureau of Public Transportation

Date: _____

City of Torrington - Sullivan Senior Center

By: _____

Elinor C. Carbone
Mayor

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

ATTACHMENT 1

The following information is provided to explain the options available for procurement of vehicles when Federal Transit Administration (FTA) funding is involved. It is NOT an official regulation, but an attempt to explain in plain language the options available to FTA grant subrecipients for the Section 5310 program.

Subrecipients can procure their vehicles through:

Option A - Purchase from vehicle options available on contract procured using an FTA compliant competitive process.

Option B - Conducting a small purchase procurement for less than \$100,000

Option C - Conducting a procurement for over \$100,000

Many of the requirements do not take effect until the procurement is greater than \$100,000. But, even though the Federal Grant awarded may be less than \$100,000, if the items being procured are included in a purchase for more than \$100,000, then option B can no longer be used.

Option A Purchasing a vehicle off of a contract procured using an FTA compliant competitive process.

Some transit districts in Connecticut procure small buses and vans using a competitive process that is reviewed by FTA and include an allowance for other public and non-profit entities using FTA funding (grantees) to purchase off of their contract. The advantage is that the process is already in place, so it is relatively easy for the grantee to procure a vehicle without dealing with the extra burden of ensuring compliance with the federal procurement requirements. There may also be an advantage to being part of a larger vehicle order, with set prices which may be lower than if purchasing only one or two vehicles. Disadvantages are that grantees can only choose from the vehicle types (small bus or converted high-top vans) and options available on the contract.

Option B Conducting your own procurement for less than \$100,000

If the total procurement is not greater than \$100,000, the grant recipient may follow the **small purchase process** which is described below:

1. The Second Party shall develop a generic specification which will encourage participation by as many vendors as possible. Specifications must include all applicable federal mandates. The Second Party must ensure that the specifications have not been written with a specific vehicle or vendor in mind.
2. The Second Party shall select a minimum of three (3) (if available) reputable prospective manufacturers/vendors and shall secure formal written quotes from them. These quotes:
 - must be attached to the vehicle specifications.
 - must itemize any vehicle options.
 - must be signed by the manufacturer/vendor.
 - must include a statement with the price quote which attests that the prices are valid for a minimum of ninety (90) days.

3. The Second Party must be able to demonstrate that contact has been made with several manufacturers/vendors extending beyond the Second Party's immediate area.
4. All information shall be forwarded to the State for comparison to price quotes received by purchasers of similar vehicles before initiating a purchase. At this time, the Second Party shall indicate the manufacturer/vendor from which the vehicle will be purchased. If bids come in over \$100,000, another procurement process must take place (See Option C), but documentation should still be forwarded to the State of the process that was followed and the bids received.
5. The State then can either provide a written approval or discuss the matter further with the Second Party until a resolution is reached and a written approval can be sent.
6. Once the procurement is approved by the State, a confirmed purchase order must be provided to the State within ninety (90) days, unless specified otherwise by the State. Purchase orders **must** state **model, make, year, delivery price, options floor plan and vehicle identification number**.

Option C Conducting your own procurement for more than \$100,000

- Sealed Bids
- Competitive proposals
- Noncompetitive proposals (sole source)

For any of these processes, please review **FTA Circular 4220.1F** November 1, 2008, rev. March 18, 2013 as well as FTA's Best Practices Procurement Manual, which can be found at <https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>.

Additional Options

Additional options for procurement may be available, such as purchasing off of the contracts in place with the Connecticut Department of Administrative Services or by purchasing off of a contract in another state (similar to Option A). Each of these options would require determining whether those contracts contain all the applicable FTA and State requirements.

Documentation – (How to satisfy an auditor, the State, and the FTA)

1. Vehicle procurement
 - a. The requisition (or purchase request).
 - b. What specifications were used?
 - c. When were quotes requested?
 - d. From whom were the quotes requested?
 - e. When were quotes received?
 - f. What quotes were received?
 - g. Copy of the written approval from the State.
 - h. Copy of the purchase order.

2. Reimbursement from the State

There must be a fully executed Agreement between the State and the Second Party, and the vehicle must be delivered before payment can be requested. Information on the documentation required to request payment from the State for the vehicle is summarized below and is subject to change:

1. An executed Agreement between the State of Connecticut and the recipient.
2. A Receipt of Vehicle Delivery.
3. A completed and signed Invoice Summary Processing (ISP) Form.
4. A completed and signed Vehicle Acceptance Form.
5. A copy of the manufacturer/vendor invoice.
6. A completed Post-Delivery Federal Motor Vehicle Safety Standards Certification Requirement form.
7. A completed Post-Delivery Purchaser's Requirements Certification form.
8. A completed Post-Delivery Buy America Certification Requirement form.
9. A completed "ACORD" Certificate of Insurance form.
10. Two copies of the Certificate of Origin(s) – one from the manufacturer and one from the procurer.

APPENDIX "A"
Administrative and Statutory Requirements

1. Insurance. With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractor(s), the Second Party will be required to carry, and it shall ensure 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 the State being named as an additional insured party for paragraphs (a) and/or (b) below, at no direct cost to the State. In the event the Second Party secures excess or umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and (b) below, the State of Connecticut 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 in any one accident or occurrence, and, subject to that limit per accident or occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of (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, and such insurance shall include comprehensive and collision coverage to provide for repair and replacement of vehicle(s) funded under this Agreement.

(c) 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.

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

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

With respect to activities performed directly and exclusively by the Second Party, the Second Party may request that the State accept coverage provided under a self-insurance program. The Second Party shall submit to the State a notarized statement, by an authorized representative:

- a) certifying that the Second Party is self-insured;
- b) describing its financial condition and self-insured funding mechanism;
- c) specifying the process on how to file a claim against the Second Party's self insurance program, including information of the name, title and address of the person to be notified in the event of a claim; and
- d) agreeing to indemnify and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Second Party under this Agreement with the State.

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

2. Indemnification.

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

(b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

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

(e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State or the State of Connecticut is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

3. Governmental Immunity. Nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

4. Code of Ethics Policy. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made part hereof.

The Second Party shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the State as a consultant or independent contractor shall:

- (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
- (2) Accept another State contract that would impair the independent judgment of the person in the performance of the existing contract; or
- (3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

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

5. Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the State shall provide a copy of these orders to the Second Party.

6. 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.

7. Force Majeure. The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Second Party and which by the exercise of due diligence the Second Party is unable to prevent or overcome.

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

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

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

10. Core Agreement/Contract Purchase Order. The Agreement itself is not an authorization for the Second Party to provide goods or begin performance in any way. The Second Party may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. The Second Party providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Second Party's own risk.

The Department shall issue a purchase order against the Agreement directly to the Second Party and to no other party.

11. Connecticut Required Contract/Agreement Provisions. When the Second Party receives State of Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Second Party shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

12. Maintenance and Audit of Records. The second party receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The second party receiving state funds must comply with Connecticut General Statutes (C.G.S.) § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each second party that expends a total amount of federal awards: 1) Equal to or in excess of \$750,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations or a program specific audit (i.e. an audit of one federal program); 2) Less than \$750,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each second party that expends a total amount of State financial assistance: 1) Equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) Less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

REQUESTS FOR EXTENSION In the event the second party is unable to submit their annual audit report to the State within the timeframe required by State law and regulations, the second party must request an approval for an extension beyond that deadline by submitting a written request for an extension, prior to the deadline, to:

State of Connecticut
Department of Transportation
Division of Internal Audits
Accounting Manager
2800 Berlin Turnpike
P. O. Box 317546
Newington, CT 06131-7546

A copy of the request must be sent to:

State of Connecticut
Department of Transportation
Bureau of Public Transportation
Transit Manager (Operations)
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited second party shall provide supplementary schedules with the following program/grant information: the program/grant number, State project number, Federal project number, phase, and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant

expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (see attached - "Supplementary Program Information" for format)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the second party agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited second party must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The second party shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Report.

The State, including the State auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to this Agreement.

APPENDIX "B"
Federal Transit Administration Requirements

1. **No Government Obligation to Third Parties.** (1) The State and the Second Party 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 Agreement and shall not be subject to any obligations or liabilities to the State, Second Party or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

(2) The Second Party 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.

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

- a. The Second Party 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 Agreement, the Second Party 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 Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Second Party 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 Second Party to the extent the Federal Government deems appropriate.
- b. The Second Party 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 an agreement 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 Second Party, to the extent the Federal Government deems appropriate.
- c. The Second Party 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 Records and Reports.** The Second Party agrees to provide the State, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives, including any PMO Contractor, access to any books, documents, papers, and records of the Second Party with are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Second Party's also agrees, pursuant to the Second Party'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, 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Second Party shall make available records related to the Agreement to the State, 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.

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

The Second Party agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Second Party agrees to maintain same until the State, 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).

4. **Federal Changes.** The Second Party agrees to comply, at all times, with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Second Party's failure to so comply shall constitute a material breach of this Agreement.
5. **Civil Rights Requirements.** As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulation of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, the “**Title VI Contractor Assurances/DOT Order No. 1050.2A**”, attached hereto, which is hereby made a part of this Agreement.
6. **Disadvantaged Business Enterprise (DBE).** The Second Party hereby acknowledges and agrees to comply with “Agreements With Goals Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects” dated October 16, 2000, attached hereto and hereby made a part of this Agreement.
7. **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/agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Second Party shall not perform any act, fail to perform any act, or refuse to comply with any of the State's requests which would cause the State to be in violation of the FTA terms and conditions.
8. **Suspension or Debarment.** Suspended or debarred contractors, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
 - (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of the owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of Federal or State funds:

- 1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Has not within the prescribed statutory time period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) 2) of this certification; and
 - 4) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- 1) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

9. **Lobbying.** “**Certification for Federal-Aid Contracts – Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Second Parties who apply or bid for an award of \$100,000 or more shall file the “**Certification Regarding Lobbying,**” attached hereto, as required by 49 CFR Part 20 and in accordance with U.S. DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

10. Clean Air. (1) The Second Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Second Party agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Second Party also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Clean Water Requirements. The Second Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Second Party agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

The Second Party also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. Contract Work Hours and Safety Standards Act.

(1) Overtime Requirements: The Second Party or its subcontractor contracting for any part of the services to be provided under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) of this Article, the Second Party and any of its subcontractors responsible therefor shall be liable for the unpaid wages. In addition, the Second Party and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.

(3) Withholding for Unpaid Wages and Liquidated Damages: The State upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Second Party or its subcontractors under any such contract or any other Federal contract with the Second Party, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Second Party, such sums as may be determined to be necessary to satisfy any liabilities of the Second Party or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.

(4) Subcontracts: The Second Party or its subcontractors shall insert in any contracts the clauses set forth in paragraphs (1) through (4) of this Article and also a clause requiring the Second Party or its subcontractors to include these clauses in any lower tier contracts. The Second Party shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (1) through (4) of this Article.

13. Transit Employee Protective Provisions.

- a. The Second Party agrees to comply with applicable transit employee protective requirements as follows:
 - (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Second Party agrees to carry out the transit operations work on the underlying contract/agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract/agreement and to meet the employee protective requirements of 49 U.S.C. § A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract/agreement. The Second Party agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of the subsection (1), however, do not apply to any contract/agreement financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this Article.
 - (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310 (a)(2) for elderly Individuals and Individuals with Disabilities – If the contract/agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract/agreement, the Second Party agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Second Party agrees to perform transit operations in connection with the underlying contract/agreement in compliance with the conditions stated in the U.S. DOL letter.
 - (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract/agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Second Party agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (2) The Second Party also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

- 14. Charter Bus Requirements.** The Second Party agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- 15. School Bus Requirements.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 16. Drug and Alcohol Testing.** The Second Party agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Connecticut, or the State, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Second Party agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports to the State. To certify compliance the Second Party shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- 17. Alcohol Misuse and Prohibited Drug Use.** The Second Party agrees to establish and implement an anti-drug and alcohol misuse program that complies with the Federal Transit Administration's regulation, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations", as required under 49 CFR Part 655, that implement 49 U.S.C. §5331.
- 18. Energy Conservation.** The Second Party agrees to comply with the 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, as amended, 42 U.S.C. 6321 et. seq. and 49 CFR Part 18.
- 19. Recycled Products.** The Second Party agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 20. Americans With Disabilities Act.** This clause applies to those second parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of this Agreement as it may be amended, will render this Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.

The Second Party agrees to comply with 49 U.S.C. § 5301(d), which states that the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. These regulations provide that no handicapped individual, solely for reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity including or resulting from this Agreement.

21. Notification of Federal Participation. To the extent required by law, the State agrees that any request for proposals, solicitation, award notice, press release, or other publication involving the distribution of FTA assistance for the Program or Project having an aggregate value of \$500,000 or more, shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FTA provided.

22. Privacy Act. (1) The Second Party 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. § 522a. Among other things, the Second Party agrees to obtain the express consent of the Federal Government before the Second Party or its employees operate a system of records on behalf of the Federal Government. The Second Party 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 Agreement.

(2) The Second Party 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.

23. State and Federally Funded Capital Projects. With the prior written approval of the State, the Second Party shall undertake capital projects utilizing its own forces and equipment, or, with the prior written approval of the State, the Second Party may subcontract on behalf of the State to effect the procurement of capital goods or services. All capital projects undertaken in accordance with this Agreement shall be governed by all applicable State and federal laws and regulations. With respect to capital projects, the Second Party will adhere to the scope of work and cost estimates as approved in writing by the State. When undertaking capital projects utilizing federal funds, the Second Party and its subcontractors will be governed by the rules and regulations of the Federal Transit Administration's "Grant Management Guidelines for Grantees-Circular 5010.1E", dated July 21, 2017, and "Third Party Contracting Guidelines-Circular C4220.1F", dated March 13, 2013, and the following:

- a. **Federally-Required Certifications and Assurances.** The signature on this Agreement by the Second Party shall constitute certification that the Second Party, will comply with the federal regulations listed in this **Appendix "B"**, and the **"Title VI Contractor Assurances/DOT Order No. 1050.2A"** and that the Second Party will ensure to pass through these federal regulations, as applicable, to its contractors financed in whole or in part with Federal assistance provided by the U.S. Department of Transportation.

- b. Title of Capital Equipment. Title of the equipment will be maintained by the State. The Second Party shall not transfer title of any capital equipment to any Third Party without the prior written approval of the State.
- c. Use of Capital Equipment. The capital equipment shall be used exclusively in operations provided under the terms of this Agreement or under conditions approved by the State.
- d. Motor Vehicle Safety Standards. Motor vehicles purchased or utilized by the Operator for purposes of this Agreement will comply with the Motor Vehicle Safety Standards as established by the U.S. Department of Transportation.
- e. Federal Vehicle Requirements. When new motor vehicles are purchased with grant funds, the Second Party will submit a certification in writing that:
 - (a) The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required and also meet the demands of all auxiliary power equipment.
 - (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
 - (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tailpipe with the vehicle in steady operation.
 - (d) When the vehicle has been idled for three (3) minutes and then accelerated to 80 percent of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.
 - (e) No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT



POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

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

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

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

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

To contact the Office of State Ethics:

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

Enforcement

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

Prohibited Activities

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

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

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

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or

subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term “gift” to limit the application of the so-called “gift to the State” exception. In general, “gifts to the State” are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a “gift to the State,” DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any “business with which they are associated.” In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

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

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

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees ***after they leave State service. Upon leaving State service:***

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

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

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

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

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole

intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

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

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

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

Training for DOT Employees


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

Important Ethics Reference Materials

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

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

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


Ralph J. Carpenter
COMMISSIONER

SUPPLEMENTARY PROGRAM INFORMATION											Agreement #
Type Your Transit District Name Here											
Final Payment Determination											Page 1 of 2
June 30, 20											
Enter here the transit service type as it applies to your transit district	Fixed Route	ADA	DAR	Access to Jobs	Shuttle	Rural Transit	RTAP	Capital	Capital	General	Total
One column per each state project number. >>>>											
Type ConnDOT project numbers here >>>>											
Type budget addenda numbers here>>>>											
Space for additional budget addenda numbers, if needed >>>											
Space for additional budget addenda numbers, if needed >>>											
Type FTA grant numbers here. >>>>											
Space for additional grant numbers, if needed >>>											
Space for additional grant numbers, if needed >>>											
Type the state program identification number here>>>>											
Sources of Funds											
<u>I. Maximum Funds Authorized</u>											
FTA - Direct Recipient											0
FTA - Passed Through ConnDot											0
ConnDot											0
Local											0
TOTAL	0	0	0	0	0	0	0	0	0	0	0
II. Audited Expenditures											0
III. Distribution of Audited Costs											
FTA - Direct Recipient											0
FTA - Passed Through ConnDot											0
ConnDot											0
In-Kind Contributions											0
Local											0
TOTAL	0	0	0	0	0	0	0	0	0	0	0
IV. ConnDot Responsibility											
FTA - Passed Through ConnDot	0	0	0	0	0	0	0	0	0	0	0
ConnDot	0	0	0	0	0	0	0	0	0	0	0
Payments Received	0	0	0	0	0	0	0	0	0	0	0
Due (To) From ConnDot June 30, 20	0	0	0	0	0	0	0	0	0	0	0
Payments Received After June 30, 20											0
Amount Due (To) From ConnDot At [Type Date Here]	0	0	0	0	0		0	0	0		0

SUPPLEMENTARY PROGRAM INFORMATION										Agreement #	
Type Your Transit District Name Here											
Combining Statement of Activities											Page 2 of 2
June 30, 20											
Enter here the transit service type as it applies to your transit district	Fixed Route	ADA	DAR	Access to	Shuttle	Rural Transit	RTAP	Capital	Capital	General	Total
One column per each state project number. >>>>				Jobs							
Type ConnDOT project numbers here >>>>											
Type budget addenda numbers here>>>>											
Space for additional budget addenda numbers, if needed											
Space for additional budget addenda numbers, if needed											
Type FTA grant numbers here. >>>>											
Space for additional grant numbers, if needed >>>											
Space for additional grant numbers, if needed >>>											
Type the state program identification number here>>											
REVENUES											
401 Passenger Fares											0
Auxiliary Transportation Revenues											0
Non-transportation Revenues											0
FTA - passed through ConnDot											0
FTA - Direct Recipient											0
ConnDot											0
In-Kind Contributions											0
Cash Contribution											0
Interest											0
Miscellaneous											0
TOTAL REVENUES	0	0	0	0	0	0	0	0	0	0	0
EXPENSES											
501.01 Operators Salaries & Wages											0
501.02 Other Salaries											0
502 Fringe Benefits											0
503 Services											0
504.01 Fuel & Lubricants											0
504.02 Tires and Tubes											0
504.99 Other Materials and Supplies											0
505 Utilities											0
506 Casualty and Liability Cost											0
507 Taxes											0
508 Purchased Transportation											0
509 Miscellaneous Expenses											0
510 Expense Transfers											0
TOTAL EXPENSES	0	0	0	0	0	0	0	0	0	0	0
RECONCILING ITEMS											
511 Interest Expense											0
512 Leases and Rentals											0
513 Depreciation											0
513.13 Amortization of Intangibles											0
514 Purchase Lease Payments											0
515 Related Parties Lease Agreements											0
516 Other Reconciling Items											0
TOTAL RECONCILING ITEMS	0	0	0	0	0	0	0	0	0	0	0
TOTAL SYSTEM EXPENSES	0	0	0	0	0	0	0	0	0	0	0
Excess (deficiency) of revenues over expenses	0	0	0	0	0	0	0	0	0	0	0
Fund balance, beginning of year	0	0	0	0	0	0	0	0	0	0	0
Adjustment - Contract funded equipment purchases	0	0	0	0	0	0	0	0	0	0	0
Fund balance, end of year	0	0	0	0	0	0	0	0	0	0	0

The United States Department of Transportation (USDOT)
Standard Title VI Nondiscrimination Assurances
DOT Order No. 1050.2A

The Connecticut Department of Transportation (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration or the Federal Transit Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities.

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49CFR Part 21 (entitled Nondiscrimination In *Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR section 40.03 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);
- Age Discrimination Act of 1975;
- Section 504 of the Rehabilitation Act of 1973;
- Americans With Disabilities Act of 1990;
- Civil Rights Restoration Act of 1987;
- 23 CFR Part 200;
- USDOT Order 1050.2;
- Executive Order #12898 (Environmental Justice); and
- Executive Order #13166 (Limited-English-Proficiency);
- FTA C 4702.1B

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration or Federal Transit Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally Assisted Programs: .

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway and Federal Transit Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U. S.C. §§ 20000d 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."

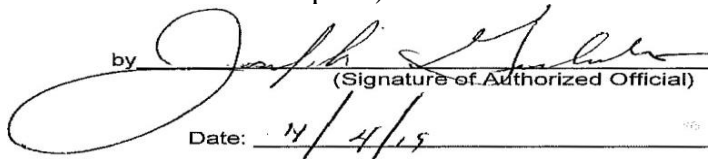
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this Assurance, the Connecticut Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration and Federal Transit Administration access to records, accounts, documents, information, facilities, and staff, You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal

Highway Administration or the Federal Transit Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, Federal Transit Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Connecticut Department of Transportation gives this Assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This Assurance is binding on the Connecticut Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Federal-aid Public Transportation Program. The person(s) signing below is authorized to sign this Assurance on behalf of the Recipient.

Connecticut Department of Transportation (Name of
Recipient)

by  _____
(Signature of Authorized Official)

Date: 11/4/15

APPENDIX A
THE TITLE VI CONTRACTOR ASSURANCES

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the 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 Recipient or the Federal Highway Administration 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 Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 stat. 252, 42 U.S.C. § 2000d et seq.), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49-C.F.R Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 — 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; .
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

AGREEMENTS WITH GOALS
SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised — October 16, 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. “CDOT” means the Connecticut Department of Transportation.
- B. “DOT” means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (“FHWA”), the Federal Transit Administration (“FTA”), and the Federal Aviation Administration (“FAA”).
- C. “Broker” means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.
- D. “Contract,” “agreement” or “subcontract” means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. “Contractor,” means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.
- F. “Disadvantaged Business Enterprise” (“DBE”) means a small business concern:
 - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. “DOT-assisted Contract” means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. “Good Faith Efforts” means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation (“CFR”) Part 26 — “Guidance Concerning Good Faith Efforts,” a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

- I. “Small Business Concern” means, with respect to firms seeking to participate as DBEs in DOT- assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (“SBA”) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. “Socially and Economically Disadvantaged Individuals” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
 - 1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 - 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - ii. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. 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 DOT deems appropriate.
- B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs” (“49 CFR Part 26”), as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor’s activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

- C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CDOT's Division of Contract Compliance.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.
- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from CDOT's unit administering the Contract, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:
 - 1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 - 2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 - 3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 - 4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.
 - 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
- B. Contract goal for DBE participation equaling 0 percent of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, or document a plan which indicates how the Contractor intends to meet the goal in the future phase(s) of the work, the Contractor must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Prior to execution of the Contract the Contractor shall indicate, in writing on the forms provided by CDOT to the Director of Contract Administration or CDOT's unit administering the Contract, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform and the dollar amount of participation. This information shall be signed by the named DEE and the Contractor. The named DBE shall be from a list of certified DBEs available from CDOT. **In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.**
- D. The prime Contractor shall provide a fully executed copy of each agreement with each DBE named to achieve the goal indicated in III-B to CDOT's unit administering the Contract.
- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's unit administering the Contract which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's unit administering the Contract) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's unit administering the Contract in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

- G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate DBE is proposed, a revised submission to CDOT's unit administering the Contract together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:
 - 1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and
 - 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
 - 1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the CDOT to be reasonable and consistent with fees customarily allowed for similar services.
 - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B before execution of the Contract, or document a plan which indicates how the Contractor intends to meet the goal in future phase(s) of the work, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. Execution of the Contract will proceed if the Contractor's good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Director of Contract Administration or CDOT's unit administering the Contract, which documents the specific good faith efforts that were made to meet the DBE goal. Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;
2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid or submit proposals;
8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;

9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
 10. any information of a similar nature relevant to the application.
- B. All applications shall be submitted to the Director of Contract Administration or CDOT's unit administering the Contract. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Director of Contract Administration or CDOT's unit administering the Contract shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546. The Director of Contract Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**
- D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

- III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other

organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DEE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)

of which I am the _____, certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____.
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____ who signed said instrument on behalf of the Organization, was then _____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

(Signature of Person Certifying) (Date)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
[Enter Name]

(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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). The Standard Form LLL is available at the Office of Budget and Management's website at http://www.whitehouse.gov/omb/grants_forms/. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and
[Enter Name]

accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

INSTRUCTION FOR AGREEMENT SIGNATURE

Please complete all of the following steps in the instructions. Omission of any step may necessitate returning the agreements to you, thereby delaying processing of the agreement.

CHECK

_____ 1. The corporate/agency official **must sign** his/her name the same as his/her name appears in the agreement.

_____ 2. Title VI Plan
An agreement cannot be executed without a Title VI Plan in place with the Connecticut Department of Transportation. Please include a copy of your Title VI Acceptance Letter with your signed agreement. If you have any questions regarding the Title VI Plan, please contact Ms. Tiffany Garcia of Contract Compliance at 860-594-2243.