

# Western Connecticut Council of Governments (WestCOG)



## Request for Qualifications (RFQ), Regional Transit Study (RFQ# 2026-05-01)

Release Date: Tuesday, May 26, 2026

Statement of Qualifications Due Date: Tuesday, July 7, 2026



## Contents

Section 1: Solicitation Notice .....	5
1.1 Notice.....	5
1.2 Communications with WestCOG .....	5
1.3 Submission of Qualifications .....	5
1.4 Schedule.....	5
1.5 Nonresponsive Submittals .....	6
1.6 Late, Modified, or Withdrawn Submittals.....	6
1.7 Pre-contractual Expenses.....	6
1.8 Pre-SOQ Submittal Meeting.....	6
1.9 Requests for Clarification.....	6
1.10 Addenda.....	6
1.11 Public Disclosure of Information.....	7
1.12 Protest Procedures .....	7
Section 2: Background .....	10
2.1 About WestCOG .....	10
2.2 Study Purpose .....	11
2.3 Study Location.....	12
2.4 Information for Transit Operators in the Western Connecticut Planning Region .....	14
Section 3. Study Approach and Tasks.....	16
3.1 Summary.....	16
3.2 Implementation and Decision-Oriented Approach.....	16
3.3 Prior Plans and Studies .....	17
3.4 Study Tasks.....	18
3.4a: Project Management, Coordination, and Decision Management .....	18
3.4b: Technical Advisory Committee .....	20
3.4c: Public and Stakeholder Engagement.....	21
3.4d Integrated Transit Diagnostic - Existing Conditions, Rider/Market Analysis, Origin-Destination Matrix, and Congruency Analysis .....	23
3.4e: Existing Systems, Networks, Services, and Known Problems .....	23
3.4f: Baseline Access and Service Alignment Analysis .....	25
3.4g: Rider Profile and Survey .....	25
3.4h: Origin-Destination Matrix and Travel Market Analysis .....	26

3.4i:	Congruency Analysis: Service Alignment, Gaps, and Opportunities .....	27
3.4j:	Improvement Concepts, Screening, Service Alternatives, and Scenario Development .....	29
3.4k:	Initial Improvement Concepts and Screening.....	29
3.4l:	Revenue-Neutral and No-Regards Improvement Track .....	30
3.4m:	Additional-Funding Scenarios .....	30
3.4n:	Alternative Development and Evaluation .....	30
3.4o:	Findings, Recommendations, Final Report, and Implementation Matrix .....	33
Section 4: Required Content of Submittals.....		36
Section 5: General Instructions and Requirements.....		38
5.1	Inquiries .....	38
5.2	Pre-Submittal Meeting .....	38
5.3	Signature Requirements .....	38
5.4	Statements of Qualifications from Consortia, Joint Ventures and Teams .....	38
5.5	Submission of Qualifications Statements .....	38
5.6	Disadvantaged Business Enterprise (DBE) Requirement.....	39
5.7	FTA General Terms and Conditions.....	39
5.8	Insurance Requirements.....	39
5.9	Addenda and Supplements.....	40
5.10	Rejection Rights .....	40
5.11	Multiple Awards.....	40
5.12	Cost of Qualifications Statement Preparation .....	41
5.13	Interest of Members or Delegates to Congress.....	41
5.14	Prohibited Interest .....	41
5.15	Other .....	41
Section 6 – Format, Selection Procedures, Award and Resources.....		42
6.1	Required Format .....	42
6.2	Selection Procedures.....	42
6.3	Award .....	43
6.4	Resources.....	43
Section 7 – Exhibits.....		44
Exhibit A: Federal Requirements .....		44
Exhibit B: CTDOT Requirements (CTDOT-WestCOG Master Agreement).....		57
Exhibit C: WestCOG Standard Contract .....		91



## Section 1: Solicitation Notice

### 1.1 Notice

Notice is hereby given that the Western Connecticut Council of Governments (WestCOG) has released Request for Qualifications (RFQ) 2026-05-01 to identify and select a qualified vendor to analyze public transportation needs in Western Connecticut.

This project is being funded with USDOT Neighborhood Access and Equity funds through the Connecticut Department of Transportation (CTDOT).

### 1.2 Communications with WestCOG

Upon release of this RFQ, all communications concerning this procurement must be directed to:

Francis R. Pickering, Executive Director  
WestCOG  
1 Riverside Road  
Sandy Hook, CT 06482-1281  
(o) 475-323-2057  
[ccarpenter@westcog.org](mailto:ccarpenter@westcog.org)

### 1.3 Submission of Qualifications

Qualifications shall be prepared as described in Section 3 of this RFQ. Statements of Qualifications (SOQs) shall be sent via e-mail in PDF format to:

Francis R. Pickering, Executive Director – [ccarpenter@westcog.org](mailto:ccarpenter@westcog.org)

**WestCOG will accept complete Statements of Qualifications, by email only, until 4:00 p.m. ET on Tuesday, July 7, 2026.** Statements of Qualifications must be submitted to Francis Pickering, Executive Director, at [ccarpenter@westcog.org](mailto:ccarpenter@westcog.org).

Statements of Qualifications that are incomplete will not be considered.

### 1.4 Schedule

- a) RFQ issued: Tuesday, May 26, 2026
- b) Pre-SOQ meeting (virtual, tentative): Tuesday, June 16, 2026 at 12:00 noon
- c) Clarifications/questions due to WestCOG: Friday, June 19, 2026 by 4:00 p.m.
- d) Answers/clarifications provided by WestCOG on or before: Friday, June 26, 2026
- e) Submittals due: Tuesday, July 7, 2026 at 4:00 p.m. by email**
- f) Virtual Interviews (tentative): week of August 10, 2026
- g) Initiation of negotiations with selected proponent (tentative): mid-August, 2026

h) Award of contract (tentative): Week of September 14, 2026

WestCOG reserves the right to modify any of the above dates at its sole discretion.

1.5 Nonresponsive Submittals

WestCOG reserves the right to reject as non-responsive any submittal which is incomplete, obscure, or does not address the full scope of work, or for any reason at WestCOG's discretion.

1.6 Late, Modified, or Withdrawn Submittals

The time of receipt at WestCOG is the time/date indicated in this Section. Late submittals will be considered non-responsive.

Modification of the submittal will be considered if submitted before the date and time proposals are due.

Submittals may be withdrawn before the deadline date and time. No submittal may be withdrawn afterwards unless a contract is not executed within ninety (90) days.

1.7 Pre-contractual Expenses

WestCOG will not be responsible for any expenses incurred in preparing, submitting, or negotiating this SOQ.

1.8 Pre-SOQ Submittal Meeting

WestCOG staff will be available to answer questions during a virtual pre-SOQ submittal meeting at a time and date as indicated in Section 1.4. Please send an e-mail to the officer listed in Section 1.2 to state your interest in attending the pre-SOQ submittal meeting and to obtain the log-in information. WestCOG will also provide answers to questions raised in the meeting as Addenda.

1.9 Requests for Clarification

All questions and requests for clarification must be submitted via e-mail to the officer listed in Section 1.2 no later than the date listed in Section 1.4. WestCOG will post responses as Addenda where WestCOG posted this RFQ.

1.10 Addenda

Please send an e-mail to the officer listed in Section 1.2 to state your interest in submitting a proposal and to receive any issued Addenda.

### 1.11 Public Disclosure of Information

Access to WestCOG records is governed by the Connecticut Freedom of Information Act (FOIA). Under the FOIA, most WestCOG records or files are available to the public for inspection or copying. Any proprietary information, trade secrets and confidential commercial and financial information should be specifically identified and marked as such, if the Proponent feels it should be exempt from disclosure. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

WestCOG will notify the Proponent as soon as is practicable if a request is made by an outside party to examine the Proponent's proposal. The FOIA requires WestCOG to respond within four business days of a request for information. The Proponent must respond to WestCOG within that time and specifically identify any proprietary, trade secret, or confidential commercial information in its proposal that it wishes withheld from disclosure. The Proponent shall indemnify WestCOG's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

WestCOG shall employ sound business practices no less diligent than those used for its own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proponents in response to this RFQ.

### 1.12 Protest Procedures

Protest Procedure - This procurement is being conducted in compliance with [FTA Circular 4220.1G, as amended](#), and all applicable Federal, State, and local procurement regulations. As required by Federal regulation, any protests arising under this RFQ shall be handled through WestCOG's protest procedure as detailed below. This section details protest rights and discusses a process and deadlines by which protests must be submitted.

General - Protests will only be accepted by WestCOG from prospective Proponents whose direct economic interest would be affected by the award of a contract or refusal to award a contract. WestCOG will consider all such protests, whether submitted before or after the award of a contract. WestCOG does not intend to allow the filing of protests to unnecessarily delay the procurement process. All protests must be in writing, addressed or emailed to the WestCOG Executive Director as directed in Section 1.1.2 above, and conform to the following requirements:

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

Protest During Solicitation of Statements of Qualifications: after receipt of a protest, WestCOG will determine if the SOQ deadline should be postponed. If the deadline is postponed, WestCOG will contact Proponents who have submitted SOQs notifying them that a protest has been filed and that the SOQ deadline has been postponed until a final decision is issued. Any appropriate agenda will be issued where WestCOG posted the RFQ regarding a rescheduling of the SOQ deadline.

Protest After Receipt of Statements of Qualifications - When a protest against the making of an award is received, and whose proposals might become eligible for award, Proposers may submit a protest, within five (5) business days, conforming to the method detailed in the "General" section above. Award of a contract will be suspended for five (5) business days after the matter is resolved. WestCOG reserves the right to proceed with a contract award if it is determined that:

- The items to be procured are urgently requested; or
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award otherwise causes undue harm to WestCOG, CTDOT, or the Federal Government.

Protests may address the adequacy of the RFQ's pre-award procedure, Instructions to Proponents, General Terms and Conditions, and Scope of Services. If the written protest is not received by the time specified, the evaluation process shall continue. Thereafter, all issues and appeals are deemed waived by all interested parties.

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

Protest After Award - Protest against an award must be filed with WestCOG within five (5) full working days immediately following the award. This protest shall conform to requirements of the "General" section above. Thereafter, such issues are deemed waived by all interested parties. If it appears that the award may be invalidated and a delay in receiving the supplies or service is not prejudicial to WestCOG's interest,

WestCOG shall by a mutual agreement with the contractor, suspend performance on a no-cost basis.

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

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

Judicial District - The laws of the State of Connecticut shall govern this RFQ and any subsequent Contract. The venue for any litigation arising from this RFQ or Contract shall lie in Fairfield County, Connecticut.

## Section 2: Background

The Western Connecticut Council of Governments (WestCOG) invites Statements of Qualifications (SOQs) from consultants and/or firms with experience in transit planning and public involvement.

WestCOG will use USDOT-FTA funding provided through the Connecticut Department of Transportation (CTDOT) to procure a consultant or consultant team that can conduct transit planning services for its region, which is currently served by three bus transit providers. The goal is to support the service planning conducted by these providers and to promote coordination of service where feasible and desirable so as to meet the near-and long-term transit needs of the Western Connecticut Planning Region. This study aims to identify and recommend system and service improvements that will increase transit usage throughout the region. WestCOG is interested in working with an innovative and creative design firm or team with expertise in all of the areas envisioned in this RFQ.

### 2.1 About WestCOG

Founded in 2014, the Western Connecticut Council of Governments is one of nine regional Councils of Governments established pursuant to Connecticut General Statutes §4-124i et seq. WestCOG serves the Western Connecticut Planning Region, the second most populous and fastest growing region in Connecticut, with an estimated population of 620,000. With its location connecting New England to New York, Western Connecticut is an economically dynamic region, with strong cultural, educational, and natural amenities.

WestCOG is governed by the Chief Elected Officials (Mayors and First Selectmen) of its members, comprising three principal cities (Stamford, Norwalk, and Danbury) and fifteen surrounding towns (Bethel, Bridgewater, Brookfield, Darien, Greenwich, New Canaan, New Fairfield, New Milford, Newtown, Redding, Ridgefield, Sherman, Weston, Westport, and Wilton).

Connecticut's Council of Governments (COGs), which are recognized as county equivalents, provide a regional framework for cooperation among local governments and between the latter and state and federal agencies. COGs may "accept or participate in any grant, donation or program available to any political subdivision of the state and may also accept or participate in any grant, donation or program made available to counties by any other governmental or private entity." COGs may further exercise any power that any political subdivision of the state (e.g., municipalities and school districts) do<sup>1</sup>. Which authorities COGs exercise, and the extent to which they do so, is the decision of their governing boards.

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<sup>1</sup> These include but are not limited to: "(1) Engineering; (2) inspectional and planning; (3) economic development; (4) public safety; (5) emergency management; (6) animal control; (7) land use management; (8) tourism promotion;

WestCOG is associated with the WestCOG Foundation, Inc. a 501(c)3 charitable organization, whose mission is to promote environmental, social, and economic vitality and sustainability through regional cooperation and collaboration.

More information on WestCOG is available at <https://westcog.org>; more on the Foundation at <http://westcog.foundation>.

## 2.2 Study Purpose

WestCOG's priority as host to the Housatonic Valley and South Western Region Metropolitan Planning Organizations (HVMPO and SWRMPO, respectively) is to enhance the transportation systems of the Housatonic Valley and South West Region Metropolitan Planning Areas, which collectively make up the Western Connecticut Planning Region.

WestCOG's region has diverse transportation needs and, as it is served by three bus transit systems, each of these systems may benefit from a coordinated planning effort. Some of the mobility needs that have surfaced as part of individual system plans, and in statewide plans as well. The purpose and need for this Study is to bring planning resources to the individual systems while constructing a technical bridge to cooperatively address their needs.

This study is also needed to address changes experienced by the region's transit systems that mirror nationwide changes in the transit industry. As has been noted in other transit plans, transit ridership nationally has been stagnant or declining. This trend has accelerated in the past few years, with most systems – and bus transit in particular – experiencing declines in ridership. The American Public Transportation Association (APTA) attributes the decline to four broad categories: erosion of time competitiveness, reduced affinity, erosion of cost competitiveness, and external factors. The erosion of time competitiveness is related to increasing traffic congestion and (in some locations) competing uses of street and curb space. Reduction in affinity refers to more competition for customer loyalty, and the erosion of cost competitiveness has to do with increasing costs without corresponding increase in demand for the service. And, finally, external factors are both the most challenging to define and to mitigate and include such things as policy changes that could improve transit usage but are too far-reaching for a transit agency alone to tackle.

As noted in a comprehensive transit study prepared for the Lowell Regional Transit Authority (LRTA) in Massachusetts, it is uncertain whether the pre-pandemic downward trend in transit ridership in recent years combined with the pandemic's impact on transit ridership is indicative of a trend that will continue to depress transit usage. Increases in remote work and distance learning are believed to be factors. The availability of on-demand transportation services that

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(9) social; (10) health; (11) education; (12) data management; (13) regional sewage; (14) housing; (15) computerized mapping; (16) household hazardous waste collection; (17) recycling; (18) public facility siting; (19) coordination of master planning; (20) vocational training and development; (21) solid waste disposal; (22) fire protection; (23) regional resource protection; (24) regional impact studies; and (25) transportation." (CGS §8-31b(b))

are not restricted to specific routes may be another factor. The growth in online shopping and delivery services, and telehealth are possible additional factors. In general, tripmaking has evolved and meeting the public's needs presents a challenge to traditional transit services. These trends may impact the workforce and student ridership markets for commuter and express services as well as local routes that serve colleges and universities.

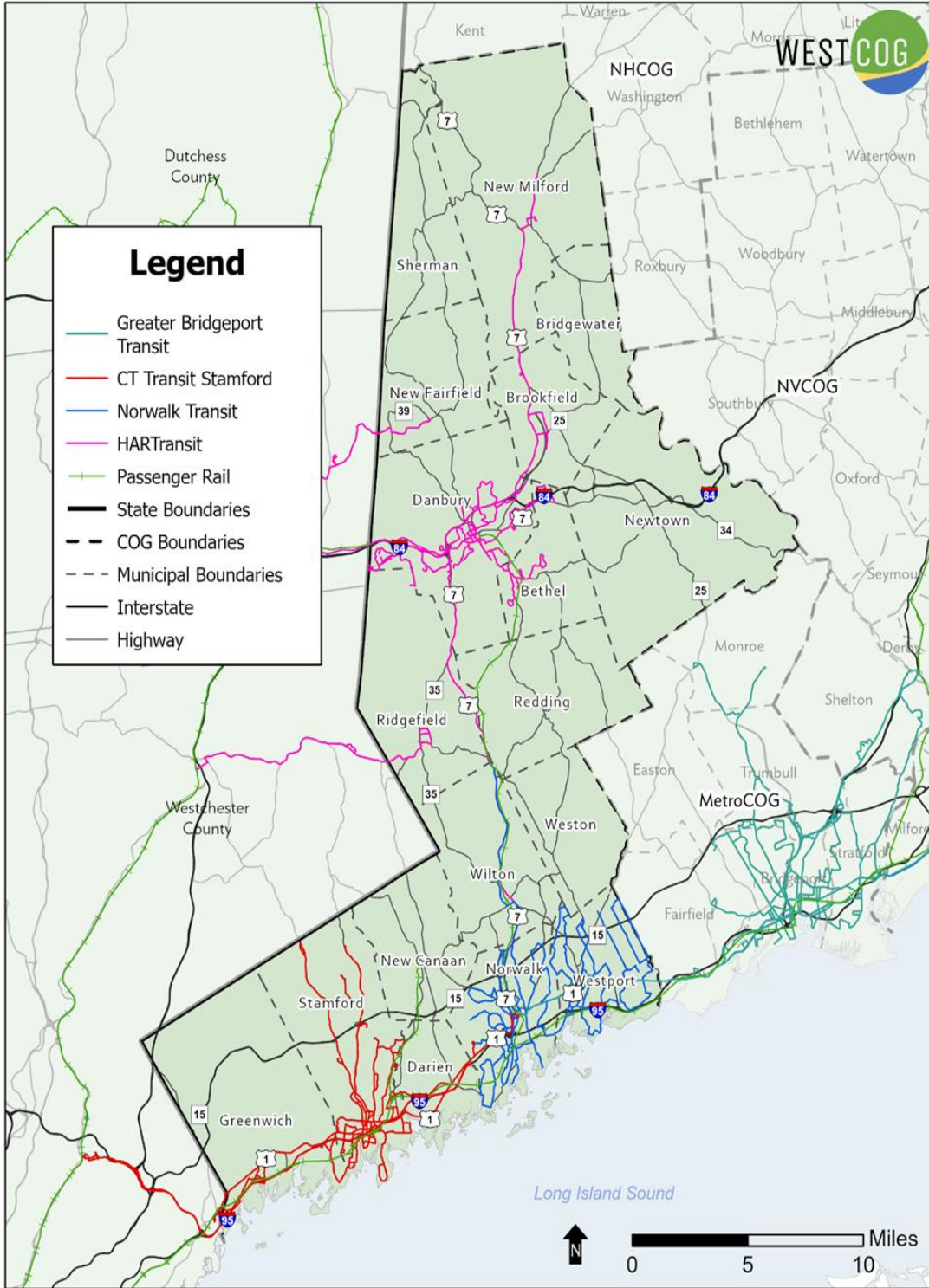
Finally, this Study needs to address the fiscal and operational challenges that the agencies face – particularly as the future of operating subsidies is uncertain. The suspension of fares in previous years, combined with increased operating costs, transit workforce retention and development challenges, and competition from other modes make it even more important to plan for increased efficiencies and development of optimal revenue sources.

### 2.3 Study Location

The proposed regional transit study covers roadway-based fixed-route and paratransit operations in the Western Connecticut Planning Region and accounts for such services that extend from the Western Connecticut Planning Region into adjacent regions in Connecticut and New York. Figure 1 on the next page is a map showing the boundaries of the Western Connecticut Planning Region, along with fixed route services currently operating to/from and within the region.

# Transit Networks

Western Connecticut Council of Governments  
westcog.org | 475.323.2060



Sources: Bus Networks - Transit Providers; Passenger Rail - NYS GIS Clearinghouse, 2013

## 2.4 Information for Transit Operators in the Western Connecticut Planning Region

### *CTtransit Stamford Division*

CTtransit Stamford provides service on twenty-one bus routes in Stamford and nearby areas. All routes originate from the Stamford Transportation Center, in Downtown Stamford, and connect to other neighborhoods in Stamford, as well as Greenwich, Darien, Norwalk, as well as Port Chester and White Plains in New York state. CTtransit Stamford's service area overlaps that of the Norwalk Transit District (including the Greenwich Connector it operates in Greenwich), HARtransit's Route 7 Link in Norwalk, Greater Bridgeport Transit's Coastal Link, and the Bee Line Bus in Port Chester and White Plains. As of 2023, CTtransit Stamford is managed by an American subsidiary of France's state-owned RATP Group. The Division's operations and maintenance facility is located at 26 Elm Court in Stamford.

### *Housatonic Area Regional Transit (HARtransit)*

HARtransit is the provider of both fixed route and demand response services throughout the greater Danbury region. Its board comprises the municipalities of Bethel, Brookfield, Danbury, New Milford, New Fairfield, Newtown, New Milford, Redding and Ridgefield, with service extending to Wilton, and Norwalk, as well as Brewster, Katonah and Southeast in the State of New York. Services operate 362 days a year. The weekday service span generally extends from 6 am to 10:30pm, Saturdays from 8am to 10:30pm and Sundays and select holidays from 9am to 7pm. There is no service operated on Christmas, Easter, or Thanksgiving. The operations facility is staffed and open on weekdays from approximately 4:30am to 10:45pm, Saturdays 6:45am to 10:45pm and 8:15am to 2pm on Sundays and select holidays. HARtransit operates a fleet of 69 vehicles, composed of:

- 28 35-foot Gillig transit buses
- 32 demand response buses (cutaway vans)
- 9 support vehicles (SUVs, light trucks and vans)

HARtransit operates its services using two facilities, an administrative and office building at 62 Federal Road, in Danbury, Connecticut and a passenger terminal known as the Downtown Danbury Pulse Point, which is located at 3 Kennedy Avenue in Danbury. HARtransit's main office includes three wings: an administrative office wing currently housing administrative functions and front-line supervision; a maintenance facility where maintenance and vehicle repair takes place and a storage building where rolling stock is housed when not in use. This facility was completed in 1998 and includes a core structure from 1986. The Downtown Danbury Pulse Point includes a 450 square foot ticket sales building, a large, canopied waiting area for passengers, shelters and benches, recessed bus loading bays for up to ten buses, ornamental street lighting and iron fencing, sidewalks, pedestrian crosswalk, information displays, and landscaping. The facility was completed in 1993 with some interior rehabilitation in 2019. No restrooms are provided for passengers.

### *Norwalk Transit District (NTD)*

NTD runs seven public bus routes in Norwalk and Wilton in a modified hub and spoke system, recently redesigned after an extensive COA process. There are three transfer points: the Burnell Boulevard WHEELS Hub and the South Norwalk and East Norwalk railroad stations. The agency also operates a commuter shuttle in the Town of Greenwich (serving the Greenwich train station) and collaborates with Greater Bridgeport Transit (GBT) and Milford Transit District to provide regional service as far east as Milford on the Coastal Link. Paratransit door-to-door services are available for residents in the service area unable to use public bus services. Microtransit services are provided within the City of Norwalk and to and from residences and select locations within the Town of Westport (for the Westport Transit District) including the Westport and Greens Farms Metro-North Railroad stations. Microtransit and some ADA Paratransit trips are contracted through other transportation providers. NTD's administration and maintenance facility is located at 275 Wilson Avenue in Norwalk.

## Section 3. Study Approach and Tasks

### 3.1 Summary

WestCOG, in partnership with the region's transit providers, will conduct a regional transit planning study for the Western Connecticut Planning Region. The Study will evaluate existing public bus transit systems, networks, and services; develop a ridership profile, survey, origin-destination matrix, and congruency analysis; identify gaps and opportunities; develop service alternatives; and prepare findings and recommendations for phased implementation.

The purpose of the Study is to identify feasible, cost-effective improvements to public bus service in the Western Connecticut Planning Region. The Study is not intended to prepare analysis for its own sake, nor to produce a report that is disconnected from implementation. Improvements may include new or expanded service where warranted and feasible, but may also include route simplification, schedule coordination, transfer improvements, reliability improvements, stop consolidation or relocation, passenger information improvements, fare or payment coordination, better marketing, interagency coordination, institutional partnerships, service reallocation, or other actions that improve the usefulness, efficiency, reliability, legibility, or customer experience of existing services.

### 3.2 Implementation and Decision-Oriented Approach

The Study shall be organized around decisions that WestCOG, CTDOT, CTtransit, HARtransit, Norwalk Transit District, municipalities, and other partners can act on. Each major analysis shall support a defined planning, operational, funding, coordination, customer-experience, or implementation decision.

The consultant shall prioritize analyses, engagement activities, and deliverables that directly support feasible recommendations or implementation decisions. The consultant shall avoid duplicative analysis, false precision, and stand-alone products that do not materially support recommendations. Before undertaking major analytical work, the consultant shall identify the decision, recommendation, or implementation question the work is intended to support. WestCOG may direct the consultant to narrow, modify, consolidate, or eliminate work that is duplicative, unlikely to affect recommendations, or unlikely to support feasible implementation.

The Study shall distinguish among improvement ideas, screened concepts, service alternatives or scenarios, and final recommendations. Not every idea identified through analysis or engagement shall require detailed evaluation. The consultant shall use an agreed screening process to determine which ideas merit further development.

The Study shall produce recommendations under at least two implementation conditions:

1. Actions that can be advanced with existing or substantially similar operating resources; and
2. Actions that would require additional operating or capital funding.

The Study is intended to support regional transit planning, interagency coordination, service improvement, and implementation planning. It may include planning-level route concepts, service concepts, cost estimates, implementation scenarios, and conceptual identification of transit priority, passenger facility, fleet, technology, or operational opportunities. The Study shall not include engineering design, construction documents, permitting, final operating schedules, vehicle blocking, run-cutting, labor assignment plans, or professional engineering services unless specifically authorized in writing by WestCOG through a separate scope modification.

The consultant shall avoid repeating the same demographic, ridership, land use, access, service coverage, or travel-market analysis across multiple tasks. Each analytical product shall be prepared once and reused across the Study as needed. Technical memoranda shall cross-reference prior findings rather than restating them.

### 3.3 Prior Plans and Studies

The Study may incorporate the findings of previously completed plans that inform transit operations in the region, including:

- Western Connecticut Commuter Parking Inventory (2017)
- CTDOT Route 1 Bus Rapid Transit Feasibility Study (2017)
- Stamford Bus and Shuttle Study (2018)
- CTDOT Statewide Bus Study (2018)
- HARTransit Fixed Route Efficiency Study (2020)
- CTDOT Locally Coordinated Human Services Transportation Plan (LOCHSTP, 2021)
- CTDOT Transit Asset Management Plans (2022), including CTtransit, HARTransit, and Norwalk Transit District assets covered by CTDOT's Transit Asset Management Plans
- Safety Plans for CTtransit, HARTransit, and Norwalk Transit District, using the most recent available plans

Studies recently completed that will help inform this effort include:

- Norwalk US-1 Corridor Study (December 2025)
- Norwalk Transit District Comprehensive Operational Analysis (2025)

The Study shall not duplicate recently completed operational analyses. Where recent studies have evaluated a provider's services, including the 2025 Norwalk Transit District Comprehensive Operational Analysis, the consultant shall summarize relevant findings, identify regional implications, and focus new analysis on intersystem connections, cross-provider coordination, funding scenarios, regional gaps, and implementation issues not fully addressed in prior efforts.

Review of prior studies shall focus on actionable findings, unresolved recommendations, changed conditions, and implications for this Study. The consultant shall not prepare lengthy summaries of prior studies unless specifically requested by WestCOG.

The Study should reflect relevant strategies recommended in the 2023–2050 Housatonic Valley and South Western Region MPOs' Metropolitan Transportation Plan, including, but not limited to:

- Developing a seamless transit network that includes integrated fares and real-time information systems;
- Evaluating the feasibility of Bus Rapid Transit or BRT-like corridor improvements at a planning level;
- Improving marketing of transit, branch line improvements, and connections between transit modes;
- Programming funding for rolling stock replacements;
- Installing new bus shelters or upgrading existing shelters; and
- Improving access to jobs, housing, education, essential services, and regional activity centers.

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### 3.4 Study Tasks

#### 3.4a: Project Management, Coordination, and Decision Management

The consultant will coordinate with WestCOG throughout the duration of the project and work closely with the WestCOG Project Manager to set and oversee the project schedule, deliverables, community engagement, stakeholder involvement, and project decisions. Coordination meetings shall ensure that key decisions are made in a timely manner to support the project schedule.

WestCOG will initiate discussions with the Connecticut Department of Transportation, CTtransit, HARtransit, and Norwalk Transit District to formally kick off the Study and

provide general information on the Study scope, process, and schedule. The consultant shall participate in and support this kickoff process.

The consultant shall provide project management services, including:

1. Maintaining a project schedule and deliverables tracking matrix;
2. Participating in regular project management calls or meetings with WestCOG;
3. Preparing agendas, materials, notes, and action items for project management meetings;
4. Coordinating review periods for interim deliverables;
5. Identifying key decisions, data needs, assumptions, and potential schedule risks;
6. Supporting coordination among WestCOG, CTDOT, CTtransit, HARtransit, Norwalk Transit District, municipalities, and other stakeholders as directed by WestCOG;
7. Identifying where analytical work should be narrowed, modified, consolidated, or discontinued because it is unlikely to affect feasible recommendations;
8. Ensuring that public involvement and technical activities are coordinated with applicable federal, state, CTDOT, and WestCOG requirements; and
9. Maintaining a clear connection between each major task, interim deliverable, and implementation-oriented decision.

At project initiation, WestCOG and the consultant shall agree on a deliverables matrix. The matrix shall identify each deliverable, its purpose, intended audience, review process, and relationship to final recommendations. The consultant shall avoid producing stand-alone deliverables that do not support the final Study or an implementation decision.

Interim deliverables should be structured as decision memoranda where appropriate, identifying key findings, implications, choices, and recommended direction rather than merely documenting analysis.

Throughout the public involvement and planning process, the consultant shall support compliance with Title VI of the Civil Rights Act and other applicable nondiscrimination requirements. Unless specifically authorized by WestCOG, Title VI work under this Study shall consist of planning-level review, documentation, and screening, and shall not substitute for any formal service equity analysis required to be completed by a transit provider prior to implementation of specific service changes.

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### 3.4b: Technical Advisory Committee

WestCOG will create a Technical Advisory Committee to guide the Study. The TAC will consist of representatives of the transit providers, municipalities, CTDOT, and WestCOG. WestCOG will determine the representatives and reach out to such representatives to request their participation.

WestCOG will invite participation from the region's transit providers, including CTtransit, HARtransit, and Norwalk Transit District. WestCOG may also invite participation from adjoining or connecting systems, including Greater Bridgeport Transit, Northwestern Connecticut Transit District, Putnam Area Rapid Transit, and Westchester County Bee-Line Bus.

The consultant, in conjunction with WestCOG, shall work with the TAC to help guide the overall Study process. The consultant shall attend, present, participate in, and facilitate TAC meetings. The consultant's Project Manager shall serve as the Study spokesperson at the direction of the WestCOG Project Manager.

The consultant shall support up to six TAC meetings over the Study period at key project milestones. TAC meetings shall be structured around decisions, not merely status updates. Each TAC meeting shall identify specific questions for review, decisions needed, assumptions requiring confirmation, or alternatives requiring direction.

Anticipated TAC meetings include:

- 1. TAC Meeting #1: Study Kickoff**

Review the Study scope, schedule, data needs, stakeholder roles, deliverables matrix, decision points, and Public Involvement Plan.

- 2. TAC Meeting #2: Existing Conditions, Rider/Market Analysis, and Known Issues**

Review available data, prior studies, existing services, ridership trends, rider profile findings, travel markets, known operational issues, and preliminary findings.

- 3. TAC Meeting #3: Origin-Destination Matrix, Congruency Analysis, and Gap Diagnosis**

Discuss origin-destination findings, service alignment, geographic service gaps, transfer issues, intermodal connections, regional travel needs, market-service mismatches, and coordination opportunities.

- 4. TAC Meeting #4: Initial Improvement Concepts and Screening**

Review initial improvement ideas and screened concepts, including revenue-neutral opportunities, concepts requiring additional funding, operational feasibility,

customer benefit, implementation complexity, and concepts recommended for discontinuation or further development.

**5. TAC Meeting #5: Service Alternatives and Implementation Scenarios**

Review proposed service alternatives, additional-funding scenarios, cost implications, funding assumptions, phasing, implementation responsibilities, and implementation constraints.

**6. TAC Meeting #6: Draft Study Findings and Recommendations**

Present the draft Study, receive TAC input, identify revisions, and confirm the recommended implementation framework prior to finalization.

The TAC meeting agendas may be modified as needed to respond to the needs of the Study. WestCOG reserves the right to modify meeting content during the course of the work.

The consultant shall develop TAC meeting agendas, presentations, materials, and meeting summaries. The consultant shall coordinate meeting content with WestCOG by email and/or telephone prior to each TAC meeting.

Feedback from TAC members on Study products or process following, or in between, meetings shall be directed to WestCOG for transmittal to the consultant so that responses can be coordinated with WestCOG in an organized manner.

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3.4c: Public and Stakeholder Engagement

The consultant shall implement a public and stakeholder engagement strategy that results in meaningful input on transit in the Western Connecticut Planning Region. Engagement shall be designed to answer specific planning and implementation questions, including service reliability, transfer barriers, priority destinations, schedule issues, route legibility, payment and information barriers, first-mile/last-mile constraints, rider priorities, and implementation feasibility.

Public engagement shall adhere to WestCOG's Public Involvement Plan and shall be provided in a manner that supports maximum participation to the extent practicable. Engagement shall prioritize riders, potential riders, transit agency staff, municipalities, major trip generators, human service transportation stakeholders, employers, educational institutions, medical institutions, and others whose input can directly inform service improvements or implementation.

WestCOG and the consultant shall host a minimum of three pop-up events, with at least one event in each of the three principal transit hub areas: Danbury, Norwalk, and Stamford. These events shall consist of interactive booths during peak activity hours and shall be

designed to solicit information and receive feedback from transit riders, residents, employees, and visitors.

The consultant shall coordinate public engagement activities with the rider survey and stakeholder interview process to avoid duplicative questions and repeated outreach to the same participants. Engagement shall be structured so that the results can be used directly in the existing conditions analysis, rider profile, origin-destination matrix, congruency analysis, service alternatives, and implementation recommendations.

The consultant shall design and produce public engagement materials, which may include:

1. Display boards;
2. Maps;
3. Visual preference or voting exercises;
4. Tablet or paper questionnaires;
5. Comment cards;
6. Informational handouts;
7. Public-facing summaries of technical findings; and
8. Other materials approved by WestCOG.

Maps and visualizations shall be prepared to support specific planning decisions or public communication needs. The consultant shall avoid producing duplicative or purely illustrative maps that do not inform recommendations.

The consultant shall work with WestCOG, CTtransit, HARTransit, Norwalk Transit District, and participating communities to maximize project visibility by using existing media and communication outlets, including local newspapers, agency or municipal websites, social media, newsletters, and other appropriate channels. Media outreach shall include, where practicable, outlets serving Spanish- and Portuguese-speaking communities in the region.

WestCOG will develop, maintain, and host a project webpage during the Study. The consultant shall provide WestCOG with content for the webpage, including general project information, meeting dates, public engagement materials, draft materials, and project deliverables. The consultant shall provide WestCOG with copies of materials for review and approval prior to posting on the project webpage.

The webpage will include a Study contact at WestCOG for the public to make direct inquiries. It is assumed that the webpage will be active and maintained by WestCOG for the

duration of the Study and that key materials, including the final report, will be made available following completion of the Study.

The consultant must present analytical methods and technical findings in ways that can be clearly understood by the public.

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#### 3.4d Integrated Transit Diagnostic - Existing Conditions, Rider/Market Analysis, Origin-Destination Matrix, and Congruency Analysis

The consultant shall prepare an integrated diagnostic analysis of the region's public bus transit systems, networks, services, riders, travel markets, service alignment, gaps, and opportunities. This task consolidates the existing conditions evaluation, prior study review, rider profile and survey, origin-destination matrix, and congruency analysis into a single coordinated body of work.

The purpose of this task is to identify the problems and opportunities that service alternatives must address. It shall not become a general-purpose inventory of transit-related conditions unless such information is directly relevant to the Study's recommendations.

The consultant may document this task in a single integrated Existing Conditions, Rider/Market, Origin-Destination, and Gap Diagnosis Memorandum. The memorandum shall be concise, decision-oriented, and structured to support the development and screening of improvement concepts and service alternatives.

#### 3.4e: Existing Systems, Networks, Services, and Known Problems

The consultant shall evaluate the existing transit systems, networks, and services offered in the Western Connecticut Planning Region. The evaluation shall establish a baseline understanding of current services, performance, travel markets, ridership trends, operational conditions, funding conditions, customer information, and coordination opportunities.

The consultant shall review relevant prior studies and plans, including those listed in this Scope of Work, and shall identify findings that remain relevant to the Study. The consultant shall distinguish between issues already addressed through recent studies and issues requiring additional regional analysis.

The existing conditions evaluation shall include, as data are available and relevant to recommendations:

1. Existing fixed-route bus services operated by CTtransit, HARTransit, and Norwalk Transit District;

2. Connections to rail, intercity bus, commuter shuttles, paratransit, human service transportation, private shuttles, and adjoining transit systems;
3. Route alignments, service spans, frequencies, headways, transfer points, and major stops;
4. Existing hubs and transfer locations;
5. On-time performance, travel time, reliability, and other route performance measures;
6. Ridership patterns and post-COVID ridership trends;
7. Service productivity and efficiency measures;
8. Existing service guidelines or performance standards used by the transit providers;
9. Coverage within the Western Connecticut Planning Region;
10. Connectivity to local and regional activity centers;
11. Fleet, facility, technology, and passenger amenity conditions at a planning level;
12. Current capital plans and operating budgets for each transit provider, to the extent made available;
13. Staffing, administrative, and organizational factors that affect transit system operation;
14. Funding conditions, constraints, and opportunities;
15. Publicly available rider information, including maps, schedules, websites, trip-planning tools, stop signage, wayfinding, and multilingual rider communications;  
and
16. GTFS and GTFS-RT availability and quality, where applicable.

Peer comparisons shall be used only where they directly inform a decision, benchmark a specific performance issue, or identify a transferable practice. The consultant shall not prepare broad peer-system profiles that do not support service alternatives or implementation recommendations.

The consultant shall review planned or reasonably foreseeable development, employment, housing, institutional, or activity-center changes likely to affect transit demand or service planning. The consultant shall not conduct a general economic development analysis unless specifically authorized by WestCOG.

Roadway congestion or delay shall be reviewed where it materially affects bus travel time, reliability, transfer performance, or the potential value of transit priority treatments.

Parking conditions, commuter parking, or parking policies shall be reviewed where they materially affect transit demand, access to rail or bus hubs, or opportunities for mode shift.

#### 3.4f: Baseline Access and Service Alignment Analysis

The consultant shall prepare one baseline access analysis to identify major access deficiencies under existing service. The baseline access analysis shall consider access to:

1. Various types of jobs;
2. Essential services;
3. Educational opportunities;
4. Housing and employment clusters;
5. Medical and human service destinations;
6. Rail stations and intermodal transfer points;
7. Major commercial centers;
8. Municipal centers; and
9. Other regional activity centers identified by WestCOG, the TAC, or transit providers.

The baseline access analysis shall be designed to support service planning decisions. The consultant shall not prepare multiple overlapping access analyses unless approved by WestCOG.

#### 3.4g: Rider Profile and Survey

The consultant shall develop a ridership profile and survey to identify current transit users, travel patterns, rider needs, and the transit experience. The survey shall be designed to produce useful planning insights rather than statistically perfect estimates. The consultant shall document survey limitations and shall avoid overstating findings where sample sizes are small.

The consultant shall develop a concise core rider survey focused on information needed for service planning, including:

1. Origin and destination;
2. Transfer experience;
3. Trip purpose;

4. Trip frequency;
5. Access and egress mode;
6. Service reliability;
7. Desired improvements;
8. Barriers to greater use; and
9. Communication or information issues affecting use of transit.

Additional questions concerning demographics, income, payment method, trip planning tools, smartphone access, first-mile/last-mile options, communication preferences, satisfaction, or openness to additional mobility options may be included where they directly support Study decisions and do not unduly reduce survey completion.

The consultant shall coordinate survey methodology with WestCOG and the transit providers. The survey approach may include onboard surveys, intercept surveys, online surveys, paper surveys, QR-code surveys, pop-up event surveys, operator or staff input, and other methods approved by WestCOG.

The survey shall be coordinated with public engagement activities to avoid duplicative questions and to ensure that survey results directly inform service alternatives, implementation recommendations, and customer-experience improvements.

#### 3.4h: Origin-Destination Matrix and Travel Market Analysis

The consultant shall develop an origin-destination matrix to support understanding of transit tripmaking within and between the region's transit service areas. The origin-destination matrix shall be fit-for-purpose and shall support service planning decisions.

The origin-destination matrix should identify major transit travel markets, transfer patterns, regional trip flows, and underserved corridors at a level of detail appropriate for bus service planning. The matrix shall be used to answer practical service planning questions, including whether existing routes and hubs align with observed travel patterns, whether transfer burdens are suppressing useful trips, whether cross-provider connections should be improved, and whether specific markets are better suited to fixed-route, limited-stop, shuttle, demand-response, microtransit, or other service models.

The origin-destination matrix shall use available and cost-effective data sources, which may include ridership surveys, onboard counts, automatic passenger counter data, automatic vehicle location data, GTFS or GTFS-RT data, Census/LEHD data, mobility data if authorized by WestCOG, transit provider data, and other sources approved by WestCOG.

The origin-destination analysis shall identify travel patterns for appropriate analysis zones to be determined in consultation with WestCOG and the consultant. The level of geographic detail shall be appropriate for regional service planning and shall not require parcel-level or trip-record-level precision.

The consultant shall not pursue highly granular origin-destination modeling or trip-purpose disaggregation unless the data are reliable and the results are expected to materially inform service alternatives. Trip purpose shall be reported where directly collected or reasonably supported by reliable data. The consultant shall not infer detailed trip purposes from weak proxy data where doing so would not materially affect service recommendations.

The analysis shall consider peak weekday, off-peak weekday, and weekend travel patterns to the extent supported by available data. The purpose of collecting and analyzing this information is to supplement existing transit ridership and Census data, develop a more complete understanding of transit travel needs in the region, identify opportunities to better serve existing riders, and identify opportunities to attract new riders.

#### 3.4i: Congruency Analysis: Service Alignment, Gaps, and Opportunities

For purposes of this Study, congruency analysis means an evaluation of whether existing transit services are reasonably aligned with observed ridership, major travel markets, priority destinations, demographic need, land use patterns, intermodal connections, customer needs, and feasible operating conditions.

The consultant shall perform a congruency analysis to evaluate the extent to which existing public transit services cover the Study area geographically, meet travel needs, connect people to opportunity, and provide effective intermodal transfer opportunities and transfers between service providers.

The congruency analysis shall build from, rather than duplicate, the existing systems evaluation, rider profile, survey, origin-destination matrix, public engagement, and prior study review. The consultant shall use the findings from those activities to diagnose gaps, mismatches, inefficiencies, and opportunities.

The congruency analysis shall identify and document:

1. Existing service gaps;
2. Potentially underserved travel markets;
3. Areas with mismatches between transit service and travel demand;
4. Areas where service duplication or inefficient routing may exist;

5. Opportunities to improve transfer locations or timed connections;
6. Opportunities for better coordination among CTtransit, HARtransit, Norwalk Transit District, adjoining providers, rail services, intercity bus services, municipalities, institutions, and private shuttle operators;
7. Opportunities to improve access to jobs, housing, education, health care, essential services, and regional activity centers;
8. Opportunities to improve first-mile/last-mile connections;
9. Opportunities to improve fare coordination or fare integration;
10. Opportunities to improve real-time information, rider communications, and wayfinding;
11. Opportunities to improve the legibility and usability of the regional bus network, including maps, schedules, route naming or numbering, transfer information, GTFS data quality, real-time information, stop signage, wayfinding, public information, and multilingual rider communications;
12. Passenger amenity needs, including bus shelters, stops, signage, and accessibility improvements; and
13. Planning-level opportunities for transit priority treatments or operational improvements.

The consultant shall use mapping, visualization, and analytical techniques to highlight geographic areas of greatest transit potential, both present and anticipated, where such mapping directly supports recommendations. This may include identifying areas where transit demand is demonstrated by existing ridership, where latent demand may exist, where land use and demographics support additional or revised service, or where better connections among systems may improve access.

Fare coordination analysis shall focus on implementable options, institutional constraints, customer benefits, cost implications, and near-term steps. The consultant shall not prepare a comprehensive fare policy study unless authorized by WestCOG.

The discussion of service typologies shall consider a variety of models, including fixed-route bus, express or limited-stop bus, demand response, route deviation, point deviation, microtransit, commuter shuttles, private shuttles, volunteer programs, partnerships with institutions or employers, and public/private partnerships.

Alternative service models, including microtransit, shall be evaluated based on realistic operating cost, expected productivity, customer usefulness, administrative burden, integration with fixed-route service, and implementation capacity. The Study shall not recommend alternative service models solely because they are innovative or because fixed-route service is difficult to provide.

Transit priority analysis shall be limited to screening-level identification of corridors, intersections, or operating conditions where treatments may be beneficial. The consultant shall identify candidate locations, likely benefits, implementation barriers, and next steps, but shall not perform traffic engineering, signal design, intersection design, construction-level analysis, or professional engineering services.

Stop-level analysis shall be limited to systemwide policy guidance, identification of priority stop or shelter needs, and focused review of selected corridors or hubs where stop spacing, accessibility, amenities, or transfer conditions materially affect service quality. The Study shall not require a comprehensive engineering-level audit of every bus stop.

Any discussion of passenger facilities, hubs, stops, shelters, queue jumps, transit signal priority, curb management, or similar improvements shall be planning-level only. The consultant shall identify candidate locations, corridors, needs, or concepts for further study, but shall not prepare engineering design, construction documents, permitting materials, or professional engineering work products.

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#### 3.4j: Improvement Concepts, Screening, Service Alternatives, and Scenario Development

The consultant shall develop service alternatives that balance existing and potential demand, efficiency, effectiveness, equity, access to opportunity, operational feasibility, funding constraints, customer usefulness, provider implementation capacity, and implementation practicality.

The consultant shall propose potential modifications to existing routes; identify potential new or enhanced services where warranted; evaluate opportunities for better intersystem connections; and estimate planning-level benefits and costs, including labor, capital, operating, administrative, fleet, facility, technology, and customer-experience implications.

#### 3.4k: Initial Improvement Concepts and Screening

Before undertaking detailed evaluation of service alternatives, the consultant shall prepare an initial screening of potential improvement concepts. Improvement concepts may be generated from prior studies, public engagement, rider surveys, transit provider input, TAC

input, existing conditions analysis, origin-destination findings, congruency analysis, and consultant analysis.

The screening shall identify which concepts should advance, be modified, be combined with other concepts, or be discontinued. Screening criteria may include likely rider benefit, operational feasibility, cost, implementation complexity, funding availability, provider support, customer experience, equity considerations, consistency with Study goals, and likelihood of implementation.

WestCOG may direct the consultant not to perform detailed analysis of concepts that are unlikely to be implemented, duplicative of other concepts, outside the Study's purpose, inconsistent with provider constraints, or unlikely to provide meaningful benefit.

The consultant shall develop a manageable number of alternatives or scenario packages. Alternatives should be meaningfully different from one another and should be screened before detailed evaluation.

#### 3.4l: Revenue-Neutral and No-Regards Improvement Track

The Study shall include a no-regrets or revenue-neutral improvement track. This track shall identify actions that can be advanced with existing or substantially similar operating resources, including route restructuring, schedule adjustments, better timed transfers, stop balancing, rider information improvements, marketing, interagency coordination, institutional partnerships, administrative improvements, and operational changes.

The Study may also include additional service scenarios requiring new funding, but shall not assume that system improvement depends solely on service expansion.

#### 3.4m: Additional-Funding Scenarios

The consultant shall develop grouped and scaled improvement scenarios based on different levels of funding availability rather than a single best-case scenario. These scenarios shall identify the additional operating, capital, administrative, fleet, facility, technology, staffing, or institutional resources required for implementation.

The scenarios shall be structured so that WestCOG, CTDOT, transit providers, municipalities, and other partners can understand tradeoffs among cost, ridership potential, coverage, productivity, access, equity, staffing, capital needs, customer benefit, and implementation complexity.

#### 3.4n: Alternative Development and Evaluation

Specific subtasks shall include:

1. Evaluate current transit operations in the Western Connecticut Planning Region and identify potential service improvements, efficiencies, and coordination opportunities;
2. Provide recommendations for current service levels, including routing, transfer points, bus stop spacing, service span, frequency, and headways at a planning level;
3. Review institutional partnership opportunities only where there is evidence of significant travel demand, an existing or prior agreement, a willing partner, or a realistic implementation pathway;
4. Explore potential system modifications or expansions to fill service gaps within the limits of individual service areas and across the region;
5. Evaluate alternative service models, including microtransit, demand response, route deviation, point deviation, shuttles, and other flexible service models where appropriate;
6. Identify opportunities for improved connections with local and intercity transit services serving adjoining regions, including Greater Bridgeport Transit, CTtransit Waterbury services, Northwestern Connecticut Transit District, Putnam Area Rapid Transit, Westchester County Bee-Line Bus, Metro-North Railroad, branch line services, and other relevant services;
7. Identify opportunities for fare coordination or fare integration among systems;
8. Evaluate connectivity with the region's population centers, employment centers, housing clusters, educational institutions, medical destinations, commercial centers, rail stations, and other major activity centers;
9. Identify revenue-neutral service improvements, enhancements, or modifications that maintain current levels of operating funding;
10. Develop grouped and scaled improvement scenarios based on different levels of funding availability rather than a single best-case scenario;
11. Identify implementation timelines for different system plans, including staffing, fleet, facilities, equipment procurement, technology, passenger amenities, and other dependencies;
12. Identify planning-level opportunities for transit signal priority, queue jumps, stop consolidation, bus stop relocation, curb management, bus shelters, passenger information, and other operational or passenger facility improvements;

13. Evaluate the efficiency of existing service hubs and the potential for new or modified service hubs;
14. Identify fleet needs associated with the alternatives;
15. Identify planning-level administrative, maintenance, storage, passenger facility, and technology capacity needs associated with the alternatives; and
16. Prepare planning-level Title VI and equity screening of recommended alternatives, identifying potential benefits, burdens, and areas requiring additional provider-led analysis prior to implementation.

The consultant shall produce, in consultation with WestCOG and the transit providers:

1. A methodology to propose, screen, evaluate, compare, and recommend service alternatives;
2. Planning-level route concepts for revised or new fixed-route services;
3. Service span, frequency, headway, and transfer assumptions for service alternatives;
4. Illustrative schedules sufficient to evaluate feasibility, cost, ridership potential, and implementation requirements;
5. GIS shapefiles, layers, or other geospatial files documenting route concepts, service areas, hubs, and other relevant geographic information;
6. Projections or estimates for appropriate performance metrics, which may include ridership, cost per passenger, passenger travel time, service reliability, travel speeds, access to priority destinations, coverage, transfer burden, and operating cost;
7. Financial modeling using various operating funding scenarios;
8. Planning-level capital implications for each system based on potential operating funding scenarios;
9. Order-of-magnitude cost estimates for service alternatives;
10. Phased implementation packages organized by funding level, complexity, timing, and responsible party; and
11. A preferred or recommended set of near-term, medium-term, and long-term actions.

Ridership estimates shall be presented as planning-level estimates or ranges, with assumptions clearly documented. The purpose of ridership estimation is to compare alternatives and inform decisions, not to provide precise forecasts.

All alternatives shall clearly state assumptions regarding operating cost, vehicle requirements, operator requirements, span of service, frequency, travel time, layover/recovery time, facility needs, administrative capacity, provider implementation capacity, funding availability, and responsible implementing party.

Recommendations shall be evaluated against provider implementation capacity, including staff capacity, operator availability, fleet availability, maintenance capacity, dispatch and supervision needs, technology capacity, administrative burden, institutional authority, and realistic ability to implement.

The consultant shall prepare one alternatives access comparison to evaluate whether proposed improvements materially improve access to priority destinations or markets. The consultant shall not prepare multiple overlapping access analyses unless approved by WestCOG.

The consultant shall not be required to prepare final operating schedules, blocking, run-cutting, operator work assignments, final labor plans, final capital plans, engineered facility plans, or materials suitable for immediate construction or implementation unless specifically authorized in writing by WestCOG through a separate scope modification.

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#### 3.4o: Findings, Recommendations, Final Report, and Implementation Matrix

The consultant shall prepare findings and recommendations that synthesize the results of the Study and provide an actionable implementation framework for WestCOG, CTDOT, CTtransit, HARtransit, Norwalk Transit District, municipalities, and other partners.

Deliverables shall be concise, decision-oriented, and suitable for implementation use.

Technical memoranda shall avoid unnecessary repetition and shall focus on findings, implications, alternatives, and decisions. WestCOG may consolidate, modify, or eliminate interim deliverables that are duplicative or no longer necessary.

The final recommendations shall identify:

1. Key existing conditions findings;
2. Rider profile and survey findings;
3. Origin-destination matrix and travel market findings;

4. Congruency analysis findings;
5. Service gaps and opportunities;
6. Recommended service alternatives;
7. Recommended revenue-neutral or no-regrets improvements;
8. Recommended improvements requiring additional funding;
9. Recommended coordination improvements among transit providers;
10. Recommended interregional and intermodal connection improvements;
11. Recommended fare, payment, information, and rider communication improvements;
12. Recommended first-mile/last-mile strategies;
13. Recommended customer legibility and usability improvements, including maps, schedules, route naming or numbering, transfer information, GTFS data quality, real-time information, stop signage, wayfinding, public information, and multilingual rider communications;
14. Recommended passenger amenity, stop, shelter, hub, fleet, facility, technology, or operational improvements at a planning level;
15. Planning-level transit priority opportunities;
16. Implementation responsibilities;
17. Phasing by near-term, medium-term, and long-term actions;
18. Potential funding sources;
19. Planning-level cost estimates;
20. Implementation risks, constraints, and dependencies; and
21. Further analysis, design, provider action, or policy decisions needed prior to implementation.

Each recommendation shall identify, where applicable:

1. Responsible implementing party;
2. Supporting partners;
3. Entity or decision-maker with authority to approve or advance the action;

4. Estimated cost or cost category;
5. Funding assumptions;
6. Implementation timeframe;
7. Dependencies;
8. Required policy, operational, or administrative action;
9. Need for further analysis, design, or provider-led review;
10. Potential risks or barriers; and
11. Recommended next action.

The final deliverables shall include an implementation matrix suitable for use as a management tool after the Study is complete. The matrix shall be organized by recommendation and shall include responsible party, decision-maker or approval path, supporting partners, cost category, funding source or funding gap, timeframe, dependencies, level of effort, implementation risk, and next step.

The consultant shall prepare a draft report for review by WestCOG, CTDOT, the TAC, and other parties as directed by WestCOG. WestCOG will submit reports to CTDOT for review prior to publication.

The consultant shall revise the draft report in response to comments received through the review process and shall prepare a final report. The final report shall be suitable for public release and shall present analytical methods and findings in a clear, accessible, and visually understandable format.

The consultant shall also prepare presentation materials suitable for use by WestCOG in presenting the Study findings to the TAC, transit providers, municipal officials, CTDOT, stakeholders, and the public.

## Section 4: Required Content of Submittals

All submittals shall contain the following items in the order in which they appear on the table below. Proposers are advised to review the entire RFQ and include appropriate documentation demonstrating their ability to perform the services detailed by WestCOG in this RFQ.

Cost is not a consideration in the selection of a firm or team to carry out the tasks envisioned in this scope and under this RFQ. WestCOG intends to use a qualifications-based evaluation process and negotiate a final agreement with the number one ranked proposer. If no agreement can be made with the number one ranked proposer, WestCOG reserves the right to negotiate with the next highest ranked proposer. This process continues until a negotiated agreement is reached which WestCOG considers to be fair and reasonable.

Item	Description/Evaluation Criteria
Cover Sheet	Submit a cover sheet identifying the Offeror, Offeror's mailing address, telephone number, fax number, and contact person.
Letter of Transmittal	Submit a letter offering the Statement of Qualifications in response to this RFQ and signed by an executive of the Offeror authorized to bind the Offeror to its offer.
Table of Contents	Submit a table detailing all elements of, and appendices to, the Proposal.
Required Federal and State Forms Clauses and Certifications	Submit all signed forms and certifications included in this RFQ.
Signed Addenda/ Amendments	Submit all signed Addenda/Amendments.
Understanding of the Project	Provide a narrative detailing the Proposer's understanding of the work to be performed under this Contract.
Background and Experience	Describe in detail both past and present experience in the provision of the services detailed in this RFQ. Identify those projects that most closely represent the scope of services required by WestCOG.
Technical Capabilities	Submit a detailed description of the Proposer's ability to perform the tasks envisioned under this project. This section should reflect the expertise and technical capacity to meet WestCOG's needs. Proposers should be explicit about all areas of service under this RFQ.

Communications Plan (WestCOG-Contractor)	Provide a description of the reports to be provided to WestCOG. Discuss what information will be communicated immediately, bi-weekly and monthly. Discuss methods to be used to maintain solid communications within the organization.
References For Past Performance	Provide three (3) references for which you have performed duties similar to those envisioned in this RFQ.
Organizational Chart and Team Members	Submit an organizational outline or chart identifying the names and titles of project team members, reporting relationships within the team, and identifying which functions they will be responsible to perform in relation to the Contract. Please include resumes for all personnel proposed to contribute to this project.
Public Involvement and Outreach	Describe in detail the public involvement and outreach efforts contemplated for this Study. Include a description of specific tasks to be undertaken, whether by Proponent or by WestCOG and suggest responsibilities for these tasks.
DBE Plan	Describe the use of Disadvantaged Business Enterprises in this Project, if any. Offerors should identify by contract year the dollars it anticipates spending using DBE businesses as well as identifying those DBEs committed to this Project. Please note that CTDOT has established a DBE goal of 0%.
Insurance Coverage	Fully describe all insurance coverage to be carried for the term of this Contract and corresponding limit of coverage. Be sure to address all insurance and risk management issues raised in the RFQ.
Financial Statements	The Contractor shall provide details demonstrating the financial stability of the proposing firm. Details shall include opinions from a qualified auditing firm.
SAM Verification	Firms responding to this RFQ must include evidence that they are registered in the Federal System of Award Management (SAM) System.

## Section 5: General Instructions and Requirements

### 5.1 Inquiries

Questions regarding this Request for Qualifications (RFQ) should be directed to Francis Pickering at [ccarpenter@westcog.org](mailto:ccarpenter@westcog.org) by 11:59 p.m. ET on Friday, June 19, 2026. Responses to questions will be posted on the WestCOG website on Friday, June 26, 2026 by 4:00 p.m. ET. Please note that it is WestCOG's policy to respond only to technical questions that are received no later than one week prior to the deadline to submit statements of qualification in response to the RFQ. Under no circumstances will WestCOG provide interpretive guidance.

Respondents are advised that any and all material submitted in response to this RFQ and received by WestCOG shall be subject to the applicable provisions of the Connecticut Freedom of Information law (Conn. Gen. Stat. 1-200 et seq.).

### 5.2 Pre-Submittal Meeting

A pre-proposal meeting will be held on Tuesday, June 16, 2026 at 12:00 PM ET (noon). The meeting will be held online via Zoom. Note: attendance by teleconference or by phone is optional and is not required in order to respond to this RFQ. **Parties wishing to participate in the meeting must register at [https://us02web.zoom.us/meeting/register/J1o5ck\\_IPT-bo4uliBOAEg](https://us02web.zoom.us/meeting/register/J1o5ck_IPT-bo4uliBOAEg) prior to the meeting.**

### 5.3 Signature Requirements

*Statements of Qualifications* must be signed by a representative of the firm having legal authority to contract on behalf of the firm. *Statements of Qualifications* will be treated as bona fide offers and must remain open for a period of ninety (90) days from the closing date for submissions.

### 5.4 Statements of Qualifications from Consortia, Joint Ventures and Teams

Qualifications statements from consortia, joint ventures or teams will be accepted. In such cases, a lead firm must be identified for contracting purposes. A qualifications statement must be prepared for each member of the consortia, joint venture or team, and each qualifications statement should clearly identify the lead firm.

In selecting a lead firm, consortia, joint ventures and teams should consider the following: (1) the lead firm should have sufficient experience and expertise to perform or supervise all facets of the proposed project; (2) the lead firm will be legally responsible to WestCOG for performance of the total contract, consortium, joint venture or team, and the lead firm must perform at least fifty one (51%) of the total work awarded under any contract issued as a result of this RFQ. Please note that firms that are subsidiaries or affiliates of another may not rely on the experience, expertise or resources of its parent firm to meet these requirements.

### 5.5 Submission of Qualifications Statements

WestCOG will accept complete *Statements of Qualifications* by email until 4:00 p.m. on Tuesday, July 7, 2026. Statements of Qualifications must be submitted to Francis Pickering,

Executive Director, at [ccarpenter@westcog.org](mailto:ccarpenter@westcog.org). Statements of Qualifications that are incomplete will not be considered.

Please see the section entitled, "Required Format" below for additional guidance.

#### 5.6 Disadvantaged Business Enterprise (DBE) Requirement

Per CTDOT, in compliance with the October 3, 2025 DBE Interim Final Rule which requires that no DBE goals be established until the DBE reevaluation process is complete, the recommended 0% DBE goal is approved. All active, federally eligible contracts will therefore carry a zero percent DBE goal.

Please refer to Exhibit A, #11 (Disadvantaged Business Enterprises (DBE) Guidance) of this RFQ for additional information.

#### 5.7 FTA General Terms and Conditions

All contracts awarded by WestCOG as a result of this RFQ are subject to USDOT's General Terms and Conditions Under the Fiscal Year 2023 Neighborhood Access and Equity Program, revised through October 1, 2024. The General Terms and Conditions are available for download at <https://www.transportation.gov/policy-initiatives/reconnecting-communities/nae-fy23-fta-general-terms-and-conditions>

#### 5.8 Insurance Requirements

Successful firms are required to maintain insurance coverage as required by state and federal law. CTDOT, as the Recipient of the USDOT grant funding this study, requires Subrecipients (WestCOG) and Contractors to carry the following coverages:

- Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence 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, an 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, with the DOT being named an additional insured party;
- Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Agency Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence 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, with the DOT being named an additional insured party. In

cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

- Valuable Papers Insurance, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all Records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause; The Agency, the Consultant, or Subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force;
- Workers' Compensation Insurance, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively; and
- Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), relates to negligent acts, errors or omissions in the work Performed by the Agency, Consultant, or Subconsultant, as applicable. The Agency, Consultant or Subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Agency, Consultant, or Subconsultants shall be liable, as stated above herein, to the extent of the deductible amount. The Agency, Consultant, or Subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance.

#### 5.9 Addenda and Supplements

If revisions or additions to this RFQ are necessary, a copy of such revisions or additions will be posted online where WestCOG posted this RFQ. It is the responsibility of all proponents to check for revisions or additions to this RFQ.

#### 5.10 Rejection Rights

WestCOG reserves the right to reject any and all qualifications statements received in response to this RFQ. WestCOG also reserves the right to cancel this RFQ at any time and to reissue this or a substitute RFQ at a later date.

#### 5.11 Multiple Awards

WestCOG reserves the right to issue multiple awards. WestCOG also reserves the right to retain portions of the work described in the attached scope of work for performance by its own staff, or to exclude portions of the work described in the attached scope of work from negotiated consultant agreements.

#### 5.12 Cost of Qualifications Statement Preparation

All costs associated with any response to this RFQ, including the development of qualifications statements and participation in the selection process, are the sole responsibility of the respondent firms. WestCOG will not reimburse firms for such costs, nor will any selected firms be permitted to negotiate such costs as part of any contract or agreement with WestCOG.

#### 5.13 Interest of Members or Delegates to Congress

No member of or delegate to the Congress of the United States shall be permitted to share or have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFQ.

#### 5.14 Prohibited Interest

No member, officer, or employee of WestCOG, or member of a local public body having jurisdiction within WestCOG's service area, during his or her tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFQ.

#### 5.15 Other

Any firm selected to perform any or all work associated with this RFQ may be required to execute an agreement with WestCOG and meet any conditions on the use of funds imposed by WestCOG, Connecticut Department of Transportation, or United States Department of Transportation. All fees will be negotiated and stated in any agreement.

## Section 6 – Format, Selection Procedures, Award and Resources

### 6.1 Required Format

The qualifications statement must contain the following information:

1. A letter of interest.
2. A concise statement identifying the point of contact for the statement of qualification, their contact information (mailing address, email, and phone number), and proposed project manager.
3. General information (such as brochures) on the consultant and any proposed sub-consultants including description of current workloads.
4. Statement summarizing the experience of the consultant and any proposed sub-consultants, including at least five references and summaries of comparable projects (type, scale, and scope) performed within the last five years that demonstrate knowledge and expertise in evaluating transit networks and performance.
5. Statement describing the organizational framework for this project, including clear identification of the lead consultant, project manager, and sub-consultants (if any), the roles and responsibilities of each sub-consultant (if any), identification of DBE contractor (if any), and a clear, concise statement disclosing whether or not there are any shared interests among the firm and proposed sub-consultants, e.g. parent-subsubsidiary, joint ventures, formal affiliations, etc.
6. Narrative that describes the suggested project delivery approach and addresses the goals and objectives stated in the Scope of Work above.
7. Resumes of key personnel to be assigned to this project and the percentage of time they will devote to project activities.
8. Proof of Connecticut DBE certification (if applicable), and Current Federal Form SF-330, Part II.

### 6.2 Selection Procedures

Complete responses to this RFQ that meet all of the listed requirements will be evaluated in accordance with the following criteria:	Score
Understanding of the Project	Up to 10 Points
Background and Experience – Past Performance – The offeror’s ability to perform the Scope of Services successfully	Up to 40 Points
Technical Criteria - Specific methods, designs, and systems proposed to be used by the offeror will be considered	Up to 30 Points
Key Personnel - Qualifications and experience of key Personnel in the lead consultant or firm to be	Up to 15 Points

assigned to the Study.	
Qualifications of sub-consultants to be assigned to the Study, if applicable	Up to 5 Points
Total Possible	Up to 100 Points

A Consultant Selection Team will be convened to evaluate Statements of Qualifications received by the closing date stated in this RFQ. The firms whose proposals receive the highest aggregate ranking will be requested to appear for an interview. WestCOG will notify firms, consortia, joint ventures, and teams selected for interview with the Consultant Selected Team within 60 days of the closing date. The Consultant Selection Team will rank the firms, consortia, joint ventures, and teams according to the criteria identified in this RFQ and submit its recommendations to WestCOG. Selection of any firm, consortium, joint venture or team for this project may be subject to the approval of the Connecticut Department of Transportation. Please note that WestCOG reserves the right to and may develop a short list of firms and conduct interviews of candidates for this program as part of its evaluation process. WestCOG may also request additional details and supporting data or information related to any portion of any proposal.

### 6.3 Award

Following selection of the most qualified firm, consortium, joint venture, or team, WestCOG will commence scope and fee negotiations with that firm, consortium, joint venture, or team. The lump sum fee for the project will be based on the scope of work, job titles, certified payroll records, burden, fringe, and overhead (BF&O) rates, and direct costs. If an agreement cannot be reached on scope of work and cost, WestCOG reserves the right to terminate negotiations with that firm, consortium, joint venture or team and commence negotiations with the next most qualified firm, consortium, joint venture or team.

### 6.4 Resources

Firms seeking to learn more about WestCOG are encouraged to visit [www.westcog.org](http://www.westcog.org).

## Section 7 – Exhibits

Exhibit A: Federal Requirements

**U.S. DEPARTMENT OF TRANSPORTATION**

**GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2023  
NEIGHBORHOOD ACCESS AND EQUITY PROGRAM:  
FTA PROJECTS**

Revision date: October 1, 2024

## Table of Contents

<u>Article 1 Purpose</u> .....	5
<u>1.1 Purpose</u> .....	5
<u>Article 2 USDOT Role</u> .....	6
<u>2.1 Division of USDOT Responsibilities</u> .....	6
<u>2.2 USDOT Program Contacts</u> .....	6
<u>Article 3 Recipient Role</u> .....	6
<u>3.1 Statements on the Project</u> .....	6
<u>3.2 Statements on Authority and Capacity</u> .....	6
<u>3.3 USDOT Reliance</u> .....	7
<u>3.4 Project Delivery</u> .....	7
<u>3.5 Rights and Powers Affecting the Project</u> .....	7
<u>3.6 Notification of Changes to Key Personnel</u> .....	8
<u>3.7 Subaward to Designated Subrecipient</u> .....	8
<u>3.8 Designated Subrecipient Statements and Responsibilities</u> .....	8
<u>Article 4 Award Amount, Obligation, and Time Periods</u> .....	8
<u>4.1 Federal Award Amount</u> .....	8
<u>4.2 Federal Funding Source</u> .....	8
<u>4.3 Federal Obligations</u> .....	8
<u>4.4 Budget Period</u> .....	9
<u>4.5 Period of Performance</u> .....	9
<u>Article 5 Statement of Work, Schedule, and Budget Changes</u> .....	10
<u>5.1 Notification Requirement</u> .....	10
<u>5.2 Scope and Statement of Work Changes</u> .....	10
<u>5.3 Schedule Changes</u> .....	10
<u>5.4 Budget Changes</u> .....	10
<u>5.5 USDOT Acceptance of Changes</u> .....	11
<u>Article 6 General Reporting Terms</u> .....	11
<u>6.1 Report Submission</u> .....	11
<u>6.2 Alternative Reporting Methods</u> .....	11
<u>6.3 Paperwork Reduction Act Notice</u> .....	12
<u>Article 7 Progress and Financial Reporting</u> .....	12
<u>7.1 Quarterly Project Progress Reports and Recertifications</u> .....	12
<u>7.2 Final Progress Reports and Financial Information</u> .....	12
<u>Article 8 Performance Measurement and Reporting</u> .....	12
<u>8.1 Baseline Performance Measurement</u> .....	12
<u>8.2 Post-construction Performance Measurement</u> .....	12
<u>8.3 Project Outcomes Report</u> .....	13
<u>8.4 General Performance Measurement Requirements</u> .....	13
<u>8.5 Outcome Measurement and Reporting Survival</u> .....	13
<u>Article 9 Noncompliance and Remedies</u> .....	14
<u>9.1 Noncompliance Determinations</u> .....	14
<u>9.2 Remedies</u> .....	14
<u>9.3 Other Oversight Entities</u> .....	15
<u>Article 10 Agreement Termination</u> .....	15
<u>10.1 USDOT Termination</u> .....	15

10.2	<a href="#">Closeout Termination</a> .....	16
10.3	<a href="#">Post-Termination Adjustments</a> .....	16
10.4	<a href="#">Non-Terminating Events</a> .....	16
10.5	<a href="#">Other Remedies</a> .....	16
Article 11	<a href="#">Monitoring, Financial Management, Controls, and Records</a> .....	16
11.1	<a href="#">Recipient Monitoring and Record Retention</a> .....	16
11.2	<a href="#">Financial Records and Audits</a> .....	17
11.3	<a href="#">Internal Controls</a> .....	17
11.4	<a href="#">USDOT Record Access</a> .....	17
11.5	<a href="#">Oversight Responsibilities</a> .....	17
Article 12	<a href="#">Contracting and Subawards</a> .....	17
12.1	<a href="#">Minimum Wage Rates</a> .....	17
12.2	<a href="#">Buy America</a> .....	17
12.3	<a href="#">Small and Disadvantaged Business Requirements</a> .....	18
12.4	<a href="#">Engineering and Design Services</a> .....	18
12.5	<a href="#">Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</a> .....	18
12.6	<a href="#">Pass-through Entity Responsibilities</a> .....	19
12.7	<a href="#">Subaward and Contract Authorization</a> .....	19
Article 13	<a href="#">Costs, Payments, and Unexpended Funds</a> .....	19
13.1	<a href="#">Limitation of Federal Award Amount</a> .....	19
13.2	<a href="#">Projects Costs</a> .....	19
13.3	<a href="#">Timing of Project Costs</a> .....	19
13.4	<a href="#">Recipient Recovery of Federal Funds</a> .....	19
13.5	<a href="#">Unexpended Federal Funds</a> .....	20
13.6	<a href="#">Timing of Payments to the Recipient</a> .....	20
13.7	<a href="#">Payment Method</a> .....	20
13.8	<a href="#">Information Supporting Expenditures</a> .....	20
13.9	<a href="#">Reimbursement Frequency</a> .....	20
Article 14	<a href="#">Liquidation, Adjustments, and Funds Availability</a> .....	20
14.1	<a href="#">Liquidation of Recipient Obligations</a> .....	20
14.2	<a href="#">Funds Cancellation</a> .....	21
Article 15	<a href="#">Agreement Modifications</a> .....	21
15.1	<a href="#">Bilateral Modifications</a> .....	21
15.2	<a href="#">Unilateral Contact Modifications</a> .....	21
15.3	<a href="#">USDOT Unilateral Modifications</a> .....	21
15.4	<a href="#">Other Modifications</a> .....	21
Article 16	<a href="#">Climate Change and Environmental Justice</a> .....	21
16.1	<a href="#">Climate Change and Environmental Justice</a> .....	21
Article 17	<a href="#">Equity and Barriers to Opportunity</a> .....	21
17.1	<a href="#">Equity and Barriers to Opportunity</a> .....	22
17.2	<a href="#">Community Engagement Activities</a> .....	22
17.3	<a href="#">Activities to Safeguard Affordability</a> .....	22
Article 18	<a href="#">Labor and Work</a> .....	22
18.1	<a href="#">Labor and Work</a> .....	22
18.2	<a href="#">OFCCP Mega Construction Project Program</a> .....	22

<a href="#"><u>Article 19 Critical Infrastructure Security and Resilience</u></a> .....	22
<a href="#"><u>19.1 Critical Infrastructure Security and Resilience</u></a> .....	22
<a href="#"><u>Article 20 Federal Financial Assistance, Administrative, and National Policy Requirements</u></a> .....	23
<a href="#"><u>20.1 Uniform Administrative Requirements for Federal Awards</u></a> .....	23
<a href="#"><u>20.2 Federal Law and Public Policy Requirements</u></a> .....	23
<a href="#"><u>20.3 Federal Freedom of Information Act</u></a> .....	23
<a href="#"><u>20.4 History of Performance</u></a> .....	23
<a href="#"><u>20.5 Whistleblower Protection</u></a> .....	23
<a href="#"><u>20.6 External Award Terms and Obligations</u></a> .....	24
<a href="#"><u>20.7 Incorporated Certifications</u></a> .....	24
<a href="#"><u>Article 21 Assignment</u></a> .....	24
<a href="#"><u>21.1 Assignment Prohibited</u></a> .....	24
<a href="#"><u>Article 22 Waiver</u></a> .....	24
<a href="#"><u>22.1 Waivers</u></a> .....	24
<a href="#"><u>Article 23 Additional Terms and Conditions</u></a> .....	25
<a href="#"><u>23.1 Effect of Economically Disadvantaged Community Designation</u></a> .....	25
<a href="#"><u>23.2 Disclaimer of Federal Liability</u></a> .....	25
<a href="#"><u>23.3 Relocation and Real Property Acquisition</u></a> .....	25
<a href="#"><u>23.4 Equipment Disposition</u></a> .....	25
<a href="#"><u>23.5 Environmental Review</u></a> .....	26
<a href="#"><u>23.6 Railroad Coordination</u></a> .....	27
<a href="#"><u>Article 24 Mandatory Award Information</u></a> .....	27
<a href="#"><u>24.1 Information Contained in a Federal Award</u></a> .....	27
<a href="#"><u>24.2 Federal Award Identification Number</u></a> .....	27
<a href="#"><u>24.3 Recipient’s Unique Entity Identifier</u></a> .....	28
<a href="#"><u>Article 25 Construction and Definitions</u></a> .....	28
<a href="#"><u>25.1 Schedules</u></a> .....	28
<a href="#"><u>25.2 Exhibits</u></a> .....	28
<a href="#"><u>25.3 Construction</u></a> .....	28
<a href="#"><u>25.4 Integration</u></a> .....	29
<a href="#"><u>25.5 Definitions</u></a> .....	29
<a href="#"><u>Article 26 Agreement Execution and Effective Date</u></a> .....	30
<a href="#"><u>26.1 Counterparts</u></a> .....	30
<a href="#"><u>26.2 Effective Date</u></a> .....	30

**Index of Definitions**

Administering Operating Administration ..... 7

Designated Subrecipient ..... Schedule A, Section 9

Environmental Review Entity ..... 29

Federal Share ..... 1

FHWA ..... 7

General Terms and Conditions ..... 32

IIJA ..... 6

NAE Grant ..... 33

NOFO ..... 6

OFCCP ..... 2

OMB ..... 1

Program Statute ..... 33

Project ..... 3

Project Closeout ..... 19

Project Cost Savings ..... 1

RCN Program.....6

Recipient ..... Project-Specific Recitals

Regional Partnership Challenge Grant .....33

Technical Application ..... 33

USDOT ..... 6

## GENERAL TERMS AND CONDITIONS

The Inflation Reduction Act, Pub. L. No. 117-169 (Aug. 16, 2022) (the “**IRA**”) made funds available to the United States Department of Transportation (the “**USDOT**”) for fiscal year 2022 to remain available until September 30, 2026, to carry out the Neighborhood Access and Equity (NAE) Grant Program by providing competitive grants to improve walkability, safety, and affordable transportation access; remove, remediate, reuse, replace, retrofit, or cap a dividing or burdening surface transportation facility (as defined in the Notice of Funding Opportunity); build or improve complete streets, multiuse trails, regional greenways, or active transportation networks and spines; provide affordable access to essential destinations, public spaces, or transportation links and hubs; or mitigate or remediate negative impacts on the human or natural environment resulting from a dividing or burdening facility. The USDOT program administering those funds is the Reconnecting Communities and Neighborhoods Program (the “**RCN Program**”). These General Terms and Conditions apply specifically to NAE Program awards.

On July 5, 2023, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “Neighborhood Access and Equity Discretionary Grant Program” and funding opportunity number DOT-NAE-FY23-01. The notice of funding opportunity posted at Grants.gov, as amended on August 21, 2023, (the “**NOFO**”) solicited applications for Federal financial assistance under the fiscal year 2023 NAE Program. On March 13, 2024, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2023 RCN Program. The term “Recipient” is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through J. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

### Article 1 - Purpose

1.1 Purpose. The purpose of this award is to fund an eligible project that improves walkability, safety, and affordable transportation access through context-sensitive strategies; addresses an existing eligible facility that create barriers to community connectivity or negative impacts on the human or natural environment, especially in disadvantaged or underserved communities; conducts planning and capacity building activities in disadvantaged or underserved communities; or conducts technical assistance to units of local government to facilitate efficient and effective contracting, design, and project delivery and to build capacity for delivering surface transportation projects. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

In this section, the term “facility,” is used as defined at 23 U.S.C. 177(c).

#### USDOT Role

#### **Division of USDOT Responsibilities.**

(a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of the RCN Program, the approval of this agreement, and any modifications to this agreement under section 0.

(b) The Federal Transit Administration (the “FTA”) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FTA.

#### **USDOT Program Contacts.**

Victor Waldron, RCP Program Manager  
Federal Transit Administration  
1200 New Jersey Avenue SE  
Washington, DC 20590  
(202) 366-5183  
victor.waldron@dot.gov

And for all awards under the RCN Program:

OST RCN Program Manager  
United States Department of Transportation  
Office of Infrastructure Deployment (OST P-40)  
1200 New Jersey Avenue SE  
Washington, DC 20590  
[ReconnectingCommunities@dot.gov](mailto:ReconnectingCommunities@dot.gov)

#### Article 2 - Recipient Role

Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

**Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;

- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the Neighborhood Access and Equity (NAE) Program Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 0 and in section 0 on behalf of the Recipient.

**USDOT Reliance.** The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

**Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

**Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

**Subaward to Designated Subrecipient.** If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 0;
- (2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
- (3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

**Designated Subrecipient Statements and Responsibilities.** If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 0 and 0; and
- (2) the Designated Subrecipient assumes the Recipient's reporting obligations under article 0.

## **AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

**Federal Award Amount.** The USDOT hereby awards a Neighborhood Access and Equity (NAE) Program Grant to the Recipient in the amount listed in section 1 of schedule D as the NAE Program Grant Amount.

**Federal Funding Source.** If section 4 of schedule F identifies the Funding Source as "General Fund," then the NAE Grant is from NAE Program funding that was made available in fiscal year 2022 to be available until September 30, 2026, to be available until September 30, 2026, at IRA, tit. VI, subt. E § 60501.

### **Federal Obligations.**

- (a) If the Federal Obligation Type identified in section 2 of schedule D is "Single," then this agreement obligates for the budget period the amount listed in section 1 of schedule D as the NAE Program Grant Amount and sections 0(c)–0(h) do not apply to this agreement.
- (b) If the Federal Obligation Type identified in section 2 of schedule D is "Multiple," then an amount up to the NAE Program Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 0(c)–0(h).
- (c) The Obligation Condition Table in section 2 of schedule D allocates the NAE Program Grant Amount among separate portions of the Project for the purpose of the Federal obligation of

funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.

(d) This agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.

(e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 0(f) or by modifying this agreement under article 0.

(f) For each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if the parties execute an instrument, in the form provided in Exhibit D, documenting that:

(1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;

(2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and

(3) the Recipient states that it is not required to request a modification of this agreement under article 0.

(g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 0(f).

(h) The Recipient acknowledges that the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 0(f).

**Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

**Period of Performance.**

(a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.

- (c) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

## **STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

**Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 0 is separate from any requirements under this article 0 that the Recipient request modification of this agreement.

**Scope and Statement of Work Changes.** If the Project’s activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

**Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

- (1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
- (2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or
- (3) the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing” and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

### **Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project’s budget to the amounts listed in section 3 of schedule D:
  - (1) the total “Non-Federal Funds” amount decreases; or
  - (2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 0(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 0 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 0(d) or the USDOT does not accept the Recipient's proposal under section 0(d), then:

(1) in a request under section 0(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "NAE Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 0(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

### **USDOT Acceptance of Changes.**

The USDOT may accept or reject modifications requested under this article 0, and in doing so may elect to consider only the interests of the RCN Program and the USDOT. The Recipient acknowledges that requesting a modification under this article 0 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 0.

## **GENERAL REPORTING TERMS**

**Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and the USDOT contacts who are listed in section 0.

**Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic

submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.

**Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in articles 0 and 0, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

## **PROGRESS AND FINANCIAL REPORTING**

**Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

**Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration’s award closeout procedures.

## **PERFORMANCE MEASUREMENT AND REPORTING**

**Baseline Performance Measurement.** If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction,” then:

- (1) before the start of construction on the Project but not earlier than one year before the start of construction on the Project, the Recipient shall collect baseline data for each performance measure that is enumerated in schedule G; and
- (2) not later than January 31 of the calendar year that begins after the Recipient collects baseline data under section 0(a), the Recipient shall submit a Baseline Performance Measurement Report containing the data collected under section 0(a), stating the dates when the data was collected, and describing, in detail, the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is enumerated in schedule G.

**Post-construction Performance Measurement.**

(a) If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction,” then:

(1) for each performance measure that is enumerated in schedule G and has a quarterly measurement frequency, for each of 19 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure; and

(2) for each performance measure that is enumerated in schedule G and has an annual measurement frequency, the Recipient shall collect data for that performance measure on at least five separate occasions: (i) once during the three consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; (iii) once during the eighth calendar quarter after the first collection; (iv) once during the twelfth calendar quarter after the first collection; and (v) once during the sixteenth calendar quarter after the first collection.

(b) Not later than January 31 of each year that follows a calendar year during which data was collected under section 0(a), the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under section 0(a) in the previous calendar year and stating the dates when the data was collected.

(c) If an external factor significantly affects the value of a performance measure collected under section 0(a), then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report described in section 0(b) and discuss the external factor’s influence on the performance measure.

**Project Outcomes Report.** If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction,” then the Recipient shall submit to the USDOT, not later than January 31 of the year that follows the final calendar year during which data was collected under section 0(a), a Project Outcomes Report that contains:

(1) an analysis of the impacts of the project, including a comparison of the baseline performance measurement data collected under section 8.1 with the post-construction performance measurement data that the Recipient reported in the final Post-construction Performance Measurement Report required under section 0(b);

(2) for each performance measure that is enumerated in schedule G, an analysis of the accuracy of the projected outcome listed in schedule G; and

(3) all data collected under sections 0 and 0(a).

**General Performance Measurement Requirements.** For each performance measure that is enumerated in schedule G, the Recipient shall ensure that all data collections under this article 0 are completed in a manner consistent with the description, location, and other attributes associated with that performance measure in schedule G.

**Outcome Measurement and Reporting Survival.** The data collection and reporting requirements in this article 0 survive the termination of this agreement.

## **NONCOMPLIANCE AND REMEDIES**

### **Noncompliance Determinations.**

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 0(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

- (1) after considering the Recipient's response under section 0(b); or
- (2) if the Recipient fails to respond under section 0(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

### **Remedies.**

(a) If the USDOT makes a final determination of noncompliance under section 0, the USDOT may impose a remedy, including:

- (1) additional conditions on the award;
- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 0(a), before making a final determination of noncompliance under section 0. If it does so, then the notice provided under section 0(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 0 or making a public interest determination under section 0(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 0 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

### **Other Oversight Entities.**

Nothing in this article 0 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## **AGREEMENT TERMINATION**

### **USDOT Termination.**

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-NAE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive an NAE Grant; or

(6) the USDOT determines that termination of this agreement is in the public interest.

- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 0 does not limit the USDOT's ability to terminate this agreement as a remedy under section 0.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 0.

**Closeout Termination.**

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

**Non-Terminating Events.**

- (a) The end of the budget period described under section 0 does not terminate this agreement or the Recipient's obligations under this agreement.
- (b) The end of the period of performance described under section 0 does not terminate this agreement or the Recipient's obligations under this agreement.
- (c) The cancellation of funds under section 0 does not terminate this agreement or the Recipient's obligations under this agreement.

**Other Remedies.** The termination authority under this article 0 supplements and does not limit the USDOT's remedial authority under article 0 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

**MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

**Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**Financial Records and Audits.**

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 0(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2023 RCN Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2023” in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

**Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

**Oversight Responsibilities.** This award is subject to the oversight requirements of title 23, United States Code.

**CONTRACTING AND SUBAWARDS**

**Minimum Wage Rates.** The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**Buy America.**

- (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Transit Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).
- (b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

#### **Small and Disadvantaged Business Requirements.**

If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”).

- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms”).

**Engineering and Design Services.** As applicable, the Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

**Pass-through Entity Responsibilities.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**Subaward and Contract Authorization.**

(a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FTA Division,” then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I.

(b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FTA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer pursuant to 2 C.F.R. 200.308, 2 C.F.R. 200.333, and 23 C.F.R. part 172, as applicable, for the subaward or contracting out of any work under this agreement. Approvals under 2 C.F.R. 200.308 will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination. Approvals under 2 CFR 200.308(f)(6) do not apply to the acquisition of supplies, material, equipment, or general support services.

**COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

**Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated under section 0. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**Projects Costs.** This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**Timing of Project Costs.**

(a) The Recipient shall not charge to this award costs that are incurred after the budget period.

(b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

**Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall

not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**Unexpended Federal Funds.** Any Federal funds that are awarded at section 0 but not expended on allocable, allowable costs remain the property of the United States.

**Timing of Payments to the Recipient.**

- (a) Reimbursement is the payment method for the NAE Program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

**Payment Method.**

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.
- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.
- (c) The USDOT may deny a payment request that is not submitted using the method identified in this section 0.

**Information Supporting Expenditures.**

- (a) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) or the SF 270 (Request for Advance or Reimbursement), as applicable, shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**Reimbursement Frequency.** If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

**LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

**Liquidation of Recipient Obligations.**

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the period of performance.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

**Funds Cancellation.** NAE Program funding that is obligated for this award under section 0 remains available until September 30, 2031.

## **AGREEMENT MODIFICATIONS**

**Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

### **Unilateral Contact Modifications.**

(a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to the USDOT contacts who are listed in section 5 of schedule A and section 0.

(b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 0 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

### **USDOT Unilateral Modifications.**

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 0, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 0, 0, or 0. If an amendment, modification, or supplement is not permitted under section 0, not permitted under section 0, and not permitted under section 0, it is void.

## **CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE**

**Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

## **EQUITY AND BARRIERS TO OPPORTUNITY**

**Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), schedule I documents activities related to the Project to improve equity and reduce barriers to opportunity.

**Community Engagement Activities.** This provision is applicable to only Capital Construction Grants and Regional Partnership Challenge Grants, not Planning Grants. The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 3 of schedule I, the Recipient has sufficiently considered community engagement related to the Project.

**Activities to Safeguard Affordability.** This provision is applicable to only Capital Construction Grants and Regional Partnership Challenge Grants, not Planning Grants. The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 4 of schedule I, the Recipient has sufficiently considered safeguards to retain affordability for existing residents and businesses in the Project area and surrounding communities.

## **LABOR AND WORK**

**Labor and Work.** Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the Infrastructure Investment and Jobs Act” (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

**OFCCP Mega Construction Project Program.** If the total eligible project costs that are listed in section 3 of schedule D are greater than \$35,000,000 and the Department of Labor’s Office of Federal Contract Compliance Programs (the “OFCCP”) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

## **CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

### **Critical Infrastructure Security and Resilience.**

(a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in section 5 of schedule F is “Elevated,” then, not later than two years after the date of this agreement, the Recipient shall submit to the USDOT a report that:

- (1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;
- (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
- (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
- (4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and
- (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

## **FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS**

**Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

### **Federal Law and Public Policy Requirements.**

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

### **Federal Freedom of Information Act.**

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**History of Performance.** Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

### **Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross

mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

#### **External Award Terms and Obligations.**

(a) In addition to this document and the contents described in article 0, this agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. 175: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

#### **ASSIGNMENT**

**Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

#### **WAIVER**

**Waivers.**

- (a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.
- (b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.
- (c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

## **ADDITIONAL TERMS AND CONDITIONS**

**Effect of Economically Disadvantaged Community Designation.** If section 2 of schedule F lists “Yes” for the “Economically Disadvantaged Community Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will benefit an economically disadvantaged community, as defined in section H.1 of the NOFO.

**Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

### **Relocation and Real Property Acquisition.**

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. 24.

### **Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
  - (1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures; and
  - (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and

- (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 0 for all tiers of subawards under this award.

### **Environmental Review.**

- (a) In this section, “**Environmental Review Entity**” means:
  - (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
  - (2) for all other cases, the FTA.
- (b) Except as authorized under section 0(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
  - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
  - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
  - (1) the Environmental Review Entity’s actions under section 0(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
  - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this

agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:

- (1) the parties may amend this agreement under section 0 for consistency with the selected build alternative; or
- (2) if the USDOT determines that the condition at section 0(a)(5) is satisfied, the USDOT may terminate this agreement under section 0(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**Railroad Coordination.** If section 3 of schedule C includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

### **23.7 Project Maintenance Requirement**

The Recipient shall ensure that the Project Property is maintained in good operating order and in accordance with 2 C.F.R. 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that the USDOT, including FTA, may issue.

### **MANDATORY AWARD INFORMATION**

**Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 0;
- (2) the “Assistance Listings Number” is 20.205 and the “Assistance Listings Title” is “Neighborhood Access and Equity (NAE) Discretionary Grant Program”; and
- (3) this award is not for research and development.

### **Federal Award Identification Number.**

(a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Federal Award Identification Number will be generated when the FTA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

**Recipient’s Unique Entity Identifier.**

(a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is listed on page 1, line 4 of the project-specific agreement.

**CONSTRUCTION AND DEFINITIONS**

**Schedules.** This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	NAE Program Designations
Schedule G	NAE Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Equity and Barriers to Opportunity
Schedule J	Labor and Work

**Exhibits.** The following exhibits, which are located in the document titled “Exhibits to FTA Grant Agreements Under the Fiscal Year 2023 Reconnecting Communities and Neighborhoods Program,” dated April 8, 2024, and available at <https://www.transportation.gov/grants/reconnecting-communities/reconnecting-communities-grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

**Construction.**

(a) In these General Terms and Conditions:

- (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
  - (2) a reference to a section or other subdivision of a schedule listed in section 0 will expressly identify the relevant schedule; and
  - (3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 0.
- (b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

**Integration.** This agreement constitutes the entire agreement of the parties relating to the RCN Program and awards under that program for the Project and supersedes any previous agreements, oral or written, relating to the RCN Program and awards under that program for the Project.

#### **Definitions.**

In this agreement, the following definitions apply:

**“Capital Construction Grant”** means this project will remove, retrofit, mitigate, or replace an existing eligible dividing transportation facility with a new facility that reconnects communities; mitigates a burdening transportation facility that is a source of air pollution, noise, stormwater, heat, or other burdens; or implements a strategy to reduce environmental harm and/or improve access through transportation improvements.

**“Community Planning Grant”** means this project will conduct planning activities for future construction projects and allow for innovative community planning to address localized transportation challenges.

**“General Terms and Conditions”** means this document, including articles 0–0.

**“NAE Grant”** refers to an award of funds made available via the Section 60501 of the Inflation Reduction Act (Pub. L. 117-169, August 16, 2022, “Inflation Reduction Act” or IRA).

**“Program Statute”** means the collective statutory text:

- (1) at IRA, tit. VI, sub. E § 60501; and
- (2) all other provisions of that act that apply to amounts appropriated under that paragraph.

**“Project”** means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–J.

**“RCN Grant”** means an award of funds that were made available under the NOFO.

**“Regional Partnerships Challenge Grants”** means a project led by two or more eligible applicants to address a persistent regional challenge related to equitable access and mobility. Eligible activities for Regional Partnerships Challenge Grants are the same as those listed under Capital Construction and Community Planning Grants but must have a regional focus, and clearly demonstrate regional coordination and leveraging of local, State, and Federal resources and policies. See Section C for further eligibility information.

**“Technical Application”** means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

## **AGREEMENT EXECUTION AND EFFECTIVE DATE**

**Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes an RCN Grant when the USDOT’s authorized representative signs it.

## **Federal Transit Administration (FTA) Required Clauses, Certifications, and Guidance**

The following attached are appendices and are herein incorporated by reference and shall be made a part of a contract. Failure to complete and submit the requisite certifications in this Exhibit with the Statement of Qualifications may render it non-responsive. Refer to the [FTA Third Party Contract Provisions Matrix](#) to ensure that all applicable provisions are reviewed and included.

## **TABLE OF CONTENTS**

1. No Federal Government Obligations to Third Parties
2. False Statements or Claims Civil and Criminal Fraud
3. Access to Records and Reports
4. Debarment and Suspension

5. Fly America
6. Patent Rights and Rights in Data
7. Safe Operation of Motor Vehicles
8. Federal Changes
9. Termination Provisions **(Signed Acknowledgement Required)**
10. Civil Rights
11. Disadvantaged Business Enterprises (DBEs)
12. Incorporation of FTA Terms
13. Government Wide Debarment and Suspension **(Signed Certification Required)**
14. Resolution of Disputes, Breaches, or Other Litigation
15. Lobbying **(Signed Certification Required)**
16. Clean Air Act and Federal Water Pollution Control Act
17. Americans with Disabilities Act (ADA)
18. Energy Conservation
19. Geographic Preferences
20. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
21. Notice to FTA and USDOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters
22. Solid Wastes

## **1. No Federal Government Obligations to Third Parties**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

## **2. False Statements or Claims Civil and Criminal Fraud**

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under WestCOG of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

## **3. Access to Records and Reports**

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

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

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

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

#### **4. Debarment and Suspension**

Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000.00:

This contract is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the contractor is required to verify that none of the contractor, its principals (defined in 2 CFR § 180.995) or its affiliates (defined at 2CFR § 180.905) are excluded (defined at 2CFR § 180.940) or disqualified (defined at 2CFR § 180.935).

CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to the remedies available to the Agency and subrecipient, The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 5. Fly America

Definitions. As used in this clause –

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 states, WestCOG of Columbia, and outlying areas. 3) “US-flag air carrier” means an air carrier holding a certificate under 49 USC chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Competitive Practices Act of 1974 (49 USC 40118) (Fly America Act) requires contractors, Agencies, and other use US-flag air carriers for US Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a US-flag is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use US-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a US-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of US-Flag Air Carriers

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

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

## **6. Patent Rights and Rights in Data**

Intellectual Property Rights: This Project is funded through a federal award from USDOT/FTA through CTDOT to WestCOG for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant FTA intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or USDOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at minimum, include the following restrictions:

Except for its own internal use, The Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of WestCOG, until such time as WestCOG may have either released or approved the release of such data to the public. The restriction on publications, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal License to any other party.

Any subject data developed under the Contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of this Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **7. Safe Operation of Motor Vehicles**

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

owned” and “company leased” refer to vehicles owned or leased either by the Contractor or Agency.

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

## 8. Federal Changes

49 CFR Part 18 Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CTDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 9. Termination

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

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

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

c. Opportunity to Cure: WestCOG in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to thirty (30) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from WestCOG setting forth

the nature of said breach or default, WestCOG shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WestCOG from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that WestCOG elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by WestCOG shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

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

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

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

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Signature of Contractor's

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Date

Contract Manager



## 10. Civil Rights

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

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

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

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

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

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

### **11. Disadvantaged Business Enterprise (DBE) Program Guidance**

Source: <https://www.transportation.gov/sites/dot.gov/files/2025-10/DBE%20IFR%20Guidance.10-03-2025.pdf>

“The Interim Final Rule sets out rules governing the transition to the new requirements. The Interim Final Rule provides that until a UCP completes the reevaluation process outlined above, each recipient covered by that UCP may not: (1) include DBE contract goals or concession specific ACDBE goals; or (2) count any participation toward overall DBE or ACDBE goals. These requirements will ensure that existing DBEs and ACDBEs do not continue to receive any benefits as a result of their certification under the old standards. The Interim Final Rule provides that until a UCP completes the reevaluation process, no recipient covered by that UCP shall be subject to the compliance provisions of 49 CFR § 23.57 or 49 CFR § 26.47.12 Recipients will also not be required to update their overall goals during this process.”

Source: [Official Frequently Asked Questions \(FAQs\) on the U.S. Department of Transportation’s Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications, October 3, 2025, Interim Final Rule \(IFR\)](#)

DBE special provisions based on the DBE regulations in effect before October 3, 2025, should not be included in contracts entered into on or after October 3, 2025.

DOT recipients are required to include the contract clauses listed in [49 CFR §§ 23.9](#) and 26.13(a-b) in all contracts.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.”

DOT recipients are required to implement and document compliance with the prompt payment requirements in 49 CFR § 26.29, including: (1) ensuring prime contractors pay subcontractors for satisfactory performance of their contract no later than 30 days from receipt of each payment made to the prime contractor, and (2) prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractors work is satisfactorily completed.

Please note that CTDOT has implemented a 0% DBE goal.

## **12. Incorporation of Federal Transit Administration (FTA) Terms**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1G, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause a violation of the FTA Terms and Conditions.

### **13. Government Wide Debarment and Suspension Certification**

By signing and submitting this proposal, the prospective lower tier participant (Contractor) is providing the signed certification set out below.

It will comply and facilitate compliance with US DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the US Office of Management and Budget (USOMB) "Guidelines to Agencies on Governmentwide Debarments and Suspension (Nonprocurement)," 2 CFR part 180,

To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

Debarred,

Suspended,

Proposed for debarment,

Declared ineligible,

Voluntarily excluded, or

Disqualified,

Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgement rendered against them for:

Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,

Violation of any Federal or State antitrust statute, or,

Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

It 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 listed in the preceding subsection 2.b of this Certification,

It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to WestCOG.

It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

Equals or exceeds \$25,000

Is for audit services, or,

Requires the consent of a Federal official, and

It will require that each covered lower tier contractor and subcontractor:

Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

Debarred from participation in its federally funded Project,

Suspended from participation in its federally funded Project,

Declared ineligible to participate in its federally funded Project,

Voluntarily excluded from participation in its federally funded Project, or

Disqualified from participation in its federally funded Project, and

It will provide a written explanation as indicated on a page to be attached by CTDOT in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the receding statements in this Certification Group.

It will provide a written explanation as indicated on a page to be attached by CTDOT in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this certification Group.

Certification

Contractor: \_\_\_\_\_

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

\_\_\_\_\_

Name and Title of Contractor's Authorized Official

## **14. Resolution of Disputes, Breaches, or Other Litigation**

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

Performance During Dispute - Unless otherwise directed by WestCOG, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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



## **15. Lobbying Certification**

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.)

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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.

(see next page for Certification)

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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 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. Section 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

Signature of Notary and SEAL: \_\_\_\_\_

## **16. Clean Air Act and Federal Water Pollution Control Act**

The Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts in excess of \$150,000:

### Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended.

(2) The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(3) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Clean Water Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended.

(2) The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

## **17. ADA Access**

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

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment

Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

## **18. Energy Conservation**

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

## **19. No Geographic Preferences (added by WestCOG)**

WestCOG agrees to comply with 49 CFR 18.36(c)(2) regarding the selection of a consultant, in that no geographic preferences apply to this Procurement.

## **20. Prohibition on Certain Telecommunications and Video Surveillance Services Or Equipment**

The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video Federal Requirements surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function

or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).<sup>2</sup>

## **21. Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters**

(a) *FTA Interest.* FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) *Notification to FTA; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

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

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

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<sup>2</sup> <https://sanjoaquinrtd.com/wp-content/uploads/2022/04/Federal-Requirements.pdf>

laws, regulations, and requirements.

(3) *Additional Notice to U.S. DOT Inspector General.* The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) *Federal Interest in Recovery.* The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.

(d) *Enforcement.* The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

## **22. Solid Wastes**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## Exhibit B: CTDOT Requirements (CTDOT-WestCOG Master Agreement)

### Article 6. Required Consultant Agreement Provisions

6.1 As a condition of receiving Funding under the PAL, WestCOG (the Agency) may be required, at the direction of CTDOT or the federal government, to obtain certain assurances from and include certain contract provisions in its agreement with the Consultant.

6.2 The Agency shall include the following requirements in its agreement with the Consultant:

(a) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule B; and

(b) the DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements set forth in the PAL; and

(c) the "Special Provisions, Disadvantaged Business Enterprises" (April 2012), the "Special Provision, Small Contractor and Small Contractor Minority Business Enterprises or the "Special Provision, Small Business Participation Pilot Program" (April 2012), all as may be revised by DOT from time to time, current versions of which are attached at Schedules C, D, and E respectively (the "Affirmative Action (AA) Requirements").

The Agency shall include a provision within its agreement with the Consultant requiring compliance with the AA Requirements and attach a copy of the applicable Schedule C, D, or E to such agreement.

6.3 The Agency shall make special efforts to seek out minority Consultants. These efforts must be documented throughout the consultant selection process. Prior to executing the Agency Consultant agreement, the Consultant's Affirmative Action Plan and the required CTDOT Equal Opportunity forms must be submitted to and approved by CTDOT.

6.4 The Agency's failure to include the requirements of Article 6 in its agreement with, and to ensure compliance by, the Consultant may be deemed by CTDOT, at its sole discretion, to be a breach of this Master Agreement and the respective PAL, and may result in the Agency's loss of Funding for the Agency Project. Specifically, with respect to the Agency's failure to comply with the DBE goal, SBE goal, or SBPPP goal, as applicable, as required by Section 6.2(b), CTDOT, at its sole discretion, may withhold reimbursement to the Agency for the Agency Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the CTDOT may have under this Master Agreement, PAL, or provided by law.

6.5 The Agency shall include in its agreement with the Consultant a completion schedule for the Agency Projects.

6.6 With respect to its agreement with the Consultant, the Agency shall comply with Policy No. F&A-30, dated July 23, 2015 (“Maximum Fees for Architects, Engineers and Consultants”), attached at Schedule F. The Agency shall utilize the guidelines stipulated in Policy No. EX.O.-33 dated June 25, 2015, attached at Schedule G, when applicable, in accordance with Policy No. F&A-30. The Agency shall ensure that all parties are in compliance with the audit requirements set forth in Title 23, Section 172 CFR, as revised, when retaining Consultants.

6.7 The Agency shall submit an independent audit of any approved Consultant agreement to CTDOT within ninety (90) days after termination of any Agency Project and prior to final payment. Such audit shall be Performed in accordance with Government Auditing Standards and shall identify any expenditure made by the Consultant that is not in compliance with the terms of the approved Consultant agreement. The cost of such audit shall not be billed directly under the terms of this Master Agreement.

6.8 For Agency projects involving design, the Agency shall require the Consultant to assume responsibility for the accuracy of its work generated in Performing the Agency Project, irrespective of the State’s review and approval of such work, if any, and shall include this requirement in its agreement with the Consultant. The Agency shall have its Designated Official sign the title sheet(s) of all plans and/or final work product documents prepared by the Consultant, in addition to any applicable signing and/or sealing by professional engineers, land surveyors or architects required pursuant to state statute or regulation.

6.9 The Agency may not impose any local rules, policies, terms, conditions, or requirements in its agreement with the Consultant unless the Agency has received prior written State and/or federal approval. Imposition of local rules, policies, terms, conditions, or requirements by the Agency may be deemed by the State, in its sole discretion, to be a breach of the Master Agreement and the respective PAL, and may result in the Agency’s loss of Funding for the Agency Project.



## CONNECTICUT REQUIRED

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

#### 1. General:

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

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

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

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

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

#### 2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

#### 3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned

construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**4. Records and Reports:**

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by “Training Special Provision,” the Company will be required to furnish Form FHWA 1409.

**Affirmative Action Plan**

**Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a DOT Affirmative Action Plan.**

**SPECIAL PROVISION**  
**DISADVANTAGED BUSINESS ENTERPRISES**  
**AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS**  
**FOR FEDERAL FUNDED PROJECTS**

Revised – April 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. **ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION**

A. “Administrative Agency” means the agency responsible for awarding the contract.

B. “ConnDOT” means the Connecticut Department of Transportation.

C. “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”).

D. “Broker” means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

E. “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.

F. “Contractor,” means a consultant, second party or any other entity doing business with the Administrative Agency or, as the context may require, with another Contractor.

G. "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.
3. Certified by ConnDOT under 49 CFR Part 26 or 23.

H. “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.

I. “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.

J. “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).

K. “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 ConnDOT 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 Mariana 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 Administrative Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Administrative Agency, ConnDOT 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 the Administrative Agency, ConnDOT 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 the Administrative Agency.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT'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 the approval of the Administrative Agency, the Contractor may not be eligible for payment for those items of work.

F. In the event a DBE firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Administrative Agency immediately and make efforts to obtain a release of work from the firm. The Contractor shall use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Administrative Agency 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 Administrative Agency detailing the Good Faith Efforts made during the performance of the Contract to satisfy the goal. Documentation is to include, but not be limited to, the following:

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm contacted; the date of contact 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 the response from firms contacted.

2. 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.

3. Provide documents to support contacts made with the Administrative Agency requesting assistance in satisfying the specified Contract goal.

4. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. 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 and verified by the Administrative Agency. In instances where the Contractor can adequately document or substantiate its Good Faith Efforts made to meet the specified percentage to the satisfaction of the Administrative Agency, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Administrative Agency of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administrative Agency, ConnDOT (when the Administrative Agency is other than ConnDOT) 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.

### III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Administrative Agency 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. The DBE goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total Contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under the Contract in accordance with 49 CFR Part 26.55 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, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII herein.

C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Administrative Agency, on the forms provided, 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, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. 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 submit to the Administrative Agency all requests for subcontractor approvals on the standard forms provided by the Administrative Agency.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime contractor and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Administrative Agency with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime contractor, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Administrative Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Administrative Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable or unwilling to perform in conformity to the scope of service, or is in default of its Contract. 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 the Administrative Agency 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 the Administrative Agency 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 the

Administrative Agency indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Administrative Agency signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

#### 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 Administrative Agency with:

1. 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 Administrative Agency, 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 Administrative Agency 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 Administrating Agency 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 Administrative Agency 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. 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.

## VI. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the Good Faith Efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its Good Faith Efforts are deemed satisfactory and approved by the Administrative Agency. To obtain such an exception, the Contractor must submit an application to the Administrative Agency, which documents the specific Good Faith Efforts that were made to meet the DBE goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

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 bid by subcontractors;
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;
8. A statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;

9. A statement setting forth the dates that calls were made to ConnDOT'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.

The review of the Contractor's Good Faith Efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Administrative Agency will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award Good Faith Efforts, the Administrative Agency will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Administrative Agency shall notify the Contractor by 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 the Administrative Agency. The Administrative Agency will forward the Contractor's reconsideration request to the ConnDOT Division of Contract Compliance for submission 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, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Administrative Agency within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award Good Faith Efforts does not relieve the Contractor from its obligation to make continuous good faith efforts throughout the duration of the project to achieve the DBE goal.

## **Connecticut Department of Transportation Application for Review of Pre-award Good Faith Efforts**

**Directions:** A Contractor who is unable to meet the percentage goals set forth in the Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers - Part III-B shall submit the attached application requesting a review of its Good Faith Efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating Good Faith Efforts. All applications must be in writing, signed and dated and include the following:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from subcontractors;
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 contract;
6. a statement listing the dates and DBEs that were contacted by other means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT'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.

All applications shall be submitted to the Manager of Contracts. Upon receipt of the submission requesting a review of pre-award Good Faith Efforts, ConnDOT's Manager of Contracts 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.

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: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts 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 determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final.

**Connecticut Department of Transportation  
Application for Review of Pre-award Good Faith Efforts**

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

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

Project# \_\_\_\_\_

Contract goal as set forth in Special Provisions Part III-B. \_\_\_\_\_ %

Total DBE commitments obtained, by subcontracting and/or procurement of material and/or services. (Attach DBE Participation Approval Request(s)) \$ \_\_\_\_\_ % of Total Contract

1. Items of Contract not available for subletting. (Attach additional sheets, if necessary.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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3. Items of Contract DBEs solicited to bid. If partial item, indicate work, materials, and/or services bids were solicited for. (Attach additional sheets, if required.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence. )

<u>Name of DBE</u>	<u>Items Contacted for</u>	<u>Date of Contact</u>	<u>Phone/Cert.Mail Other</u>	<u>Result</u>
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5. Names of DBEs who were quoted on contract (be very specific and include items and amounts; attach documentation).

<u>Name of DBE</u>	<u>Item of Work Quoted</u>	<u>Date of Quote</u>	<u>Reason(s) for Rejection of Bid</u>
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6. Names of DBEs contacted who did not bid. (Attach copies of all supporting correspondence and phone logs.)

<u>Name of DBE</u>	Items of <u>Work</u>	Date DBE <u>Declined</u>	Reason for <u>Refusal to Bid</u>
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7. Date(s) contractor contacted ConnDOT Division of Contract Compliance seeking DBE referrals.  
(Provide complete documentation, including phone logs.)

Date and Name of Contact: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name of DBE Referred by ConnDOT

8. Any additional information that should be considered in this application.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

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

**SPECIAL PROVISION**  
**SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS**  
**ENTERPRISES (SET-ASIDE)**

April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the execution of the Contract.

**I. GENERAL**

- A. The Agency shall cooperate with the Connecticut Department of Transportation (ConnDOT) in implementing the required contract obligations concerning Small Contractor and Small Contractor Minority Business Enterprises utilization on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes, as revised. References, throughout this Special Provision, to Small Contractor are also implied references to Small Contractor Minority Business Enterprises as both relate to Section IIA of these provisions. The Agency shall also cooperate with ConnDOT in reviewing the contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this Special Provision, the Small Contractor named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program (860)713-5236; [www.das.state.ct.us](http://www.das.state.ct.us) as a Small Contractor as defined by Section 4a-60g of the Connecticut General Statutes, as revised, and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by ConnDOT, will not be paid for the value of the work performed by organizations other than the Small Contractor designated.
- D. If the contractor is unable to achieve the specified contract goals for Small Contractor participation, the contractor shall submit written documentation to the Agency indicating his/her good faith efforts to satisfy set-aside requirements. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor in order to increase the likelihood of achieving the stated goal.
  2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each Small Contractor, including the names, addresses, dates and telephone numbers of each Small Contractor contacted, and a

description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
  4. Documents to support contacts made with the Agency and/or ConnDOT requesting assistance in satisfying the Contract specified or adjusted Small Contractor dollar requirements.
  5. Document other special efforts undertaken by the contractor to meet the defined set-aside requirement.
- E. Failure of the contractor to have at least the specified dollar amount of this Contract performed by a Small Contractor as required in Section IIA of this Special Provision will result in the reduction in the Contract payment to the contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final Contract payment. However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Contract and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT or the United States Department of Transportation.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

## II. **SPECIFIC REQUIREMENTS**

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

- A. The Small Business Enterprise (SBE) set-aside percentage will be provided as part of the Project Authorization Letter. Compliance with this provision may be fulfilled when a SBE or any combination of SBEs perform work. Not less than the set-aside percentage assigned to the project shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors and/or Small Contractors

Minority Business Enterprises.

- B. The contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery schedules so as to facilitate the participation of each Small Contractor.
- C. The contractor shall provide to the Agency within seven (7) days after the bid opening the following items:
1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$15,000,000.00.
  2. A certification of work to be subcontracted (Exhibit I) signed by both the contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
  3. It is the responsibility of the contractor to ensure that the Small Contractor and Small Contractor Minority Business Enterprises named are qualified to perform the designated scope of work.
- D. After the contractor signs the Contract, the contractor will be required to meet with the Agency to review the following:
1. What is expected with respect to the Small Contractor set aside requirements.
  2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
  3. Each quarter after the start of the Small Contractor the contractor shall submit a report to the Agency indicating the work done by, and the dollars paid to each Small Contractor to date.
  4. What is required when a request to sublet to a Small Contractor is submitted.
- E. The contractor shall submit to the Agency all requests for subcontractor approvals on standard forms provided by the Agency.

If the request for approval is for a Small Contractor subcontractor for the purpose of meeting the Contract required Small Contractor percentage stipulated in Section IIA, a copy of the legal agreement between the contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments

or modifications of the contract between the contractor and the Small Contractor subcontractor must also be submitted to the Agency with an explanation of the change(s). The contract must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

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

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

### III. **BROKERING**

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

### IV. **PRE-AWARD WAIVERS:**

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

A. Information described in Section IVB.

B. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

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

**SPECIAL PROVISION**  
**SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP**  
**AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS**  
Revised – April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. “ConnDOT” 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 the Agency 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. “Small Business Participation Pilot Program” (“SBPPP”) means small businesses certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT; or firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; or firms certified by the United States Small Business Administration (USSBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).

K. “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 ConnDOT 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. 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 Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Agency, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Agency, ConnDOT 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 SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Agency.

D. For the purpose of this "Special Provision", the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria;

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the USSBA as an 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Agency, the Agency will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Agency immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Agency indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Agency detailing its good faith efforts to satisfy the goal throughout 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 SBPPPs 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 with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP 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 SBPPP 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 ConnDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs 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 SBPPPs. 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 the Agency and ConnDOT, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Agency of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Agency, ConnDOT and or 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.

J. 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 SBPPPs, the Agency requires the following:

A. The Contractor shall assure that certified SBPPPs 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 SBPPPs regardless if a Contract goal is specified or not.

B. The SBPPP goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP 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, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Agency, on the forms provided, the SBPPPs it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid

amount. This information shall be signed by the named SBPPP and the low bidder.

D. The prime Contractor shall submit to the Agency all requests for subcontractor approvals on the standard forms provided by the Agency.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the SBPPP subcontractor must also be submitted to the Agency with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.
4. Requests for approval to issue joint checks.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP 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 contract with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Agency in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Agency 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 the Agency indicating the work done by, and the dollars paid to, the SBPPP for the current quarter and to date.

J. Each contract that the Agency signs with a Contractor and each Subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the*

*performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

#### IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Agency with substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP 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 SBPPP 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 Agency, ConnDOT or Contractor.

#### V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs 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 Agency 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 SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Agency 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 Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### VI. BROKERING

A. Brokering of work by SBPPPs who have been approved to perform Subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. SBPPPs 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 SBPPPs 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 pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Agency, which documents the specific good faith efforts that were made to meet the SBPPP goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

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 bid by subcontractors;
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 SBPPPs;
5. A statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from SBPPPs in which they declined to bid;
8. A statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking SBPPP referrals and the result of each such call; and
10. Any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or

make the award, the Agency will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Agency shall submit the documentation to ConnDOT's initiating unit for submission to the ConnDOT Division of Contract Compliance. The ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT 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 the Agency. The Agency will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days of 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 Screening Committee will send the Contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Agency within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.



Exhibit C: WestCOG Standard Contract  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
[PROJECT TITLE]

THIS AGREEMENT is made this [DAY] of [MONTH YEAR], by and between WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS, acting herein by Francis R. Pickering, its Executive Director, duly authorized, having principal offices at 1 Riverside Road, Sandy Hook, CT 06482, hereinafter referred to as “WestCOG,” and [**CONTRACTOR NAME**], [ADDRESS], hereinafter referred to as “Contractor”.

1. DESCRIPTION OF CONTRACTOR SERVICES. Contractor agrees to provide those services specifically set forth below and in the attached Exhibits, made a part of this Agreement, to WestCOG for [TYPE] Consulting Services (“Project”). WestCOG and Contractor further agree as follows:
  - 1.1. Project Understanding. *(Brief summary, if applicable, with reference to the appropriate Exhibit A-1 or sub-part thereof, attached hereto and made a part hereof).*
  - 1.2. Purpose and Scope of Project. *(Brief summary, if applicable, with reference to the appropriate Exhibit A-2 or sub-part thereof, attached hereto and made a part hereof).*
  - 1.3. Methodology. *(Brief summary, if applicable, with reference to the appropriate Exhibit A-3 or sub-part thereof, attached hereto and made a part hereof).*
  - 1.4. Description of Project Tasks. *(Brief summary, if applicable, with reference to the appropriate Exhibit A-4 or sub-part thereof, attached hereto and made a part hereof).*
  - 1.5. Allocation and Timeline for Project Tasks. *(Brief summary, if applicable, with reference to the appropriate Exhibit A-5 or sub-part thereof, attached hereto and made a part hereof).*
  - 1.6. Allocation of Staff Hours. *(Brief summary, if applicable, with reference to the appropriate Exhibit A-6 or sub-part thereof, attached hereto and made a part hereof).*
  - 1.7. Key Employees. *(Brief summary, if applicable, with reference to the appropriate Exhibit A-7 or sub-part thereof, attached hereto and made a part hereof).*
2. TERM. The services required of Contractor pursuant to this Agreement shall begin on [MONTH DAY YEAR] and terminate by [MONTH DAY YEAR]. The term of the Agreement may be modified only by written agreement between the parties.

3. FEES. For performance of the services under this Agreement WestCOG shall pay to Contractor an amount not to exceed [DOLLARS], in accordance with the Project Budget set forth in Exhibit B, attached hereto and made a part hereof.
4. PAYMENT FOR SERVICES. WestCOG shall pay Contractor for expenses identified in the Project Budget as follows:
  - 4.1. An amount equal to the sum of:
    - 4.1.1. For Project Tasks, for which payment is based on worked hours in Exhibit B: the total of the time charged to the Project by each class of Contractor's employees multiplied by the hourly rates for each respective billing class, as given in Exhibit B.
    - 4.1.2. For Project Tasks, for which payment is based on task completion in Exhibit B: the total of the fees charged to the Project for all Project Tasks that have been completed, including provision of all deliverables associated with each respective Project Task in Exhibit A to WestCOG.
    - 4.1.3. Contractor's charges for subcontractors, if any. Unless specifically indicated otherwise in this Agreement, Contractor's charges for subcontracted services shall be invoiced at no greater than cost plus ten percent.
    - 4.1.4. Reimbursable expenses. Travel and per diem expenses (if applicable) shall be approved in advance by WestCOG and shall not exceed rates then in effect as established by the U.S. General Services Administration, unless otherwise authorized by WestCOG in writing.
  - 4.2. No reimbursement shall be made for services or expenses not identified in the Project Budget or for services performed or expenses incurred following termination of this Agreement.
  - 4.3. Preparation of Invoices. Contractor shall prepare an invoice in accordance with Contractor's standard invoicing practices and submit the invoice to WestCOG. Invoices shall include a narrative report of work completed on the Project since the last invoice and an attestation of the cumulative percent completion for each Project Task given in Exhibit A-5.
  - 4.4. Payment of Invoices. Invoices are due and payable within thirty (30) days of the date of the invoice, in accordance with the Payment Schedule, set forth below. If WestCOG fails to make a timely payment due Contractor, then Contractor may, without liability, after giving seven (7) days written notice to WestCOG, suspend services under this Agreement until Contractor has been paid in full all amounts due for services, expenses, and other related charges.

- 4.5. Expenses not identified in the Project Budget shall not be reimbursed.
5. DATA AND DELIVERABLES.
- 5.1. Review. WestCOG shall have thirty (30) days to provide written comments on draft deliverables. Comments which require revisions to the scope of services may require Project Changes as provided for in this Agreement. If no comments are received during the review period, the deliverable shall be considered final. WestCOG understands that changes after that period may entail additional expense based on the hourly rate of the employee required to make the change.
- 5.2. Ownership. Contractor warrants that all Project deliverables are unencumbered by copyright, licensing, and any other contractual or intellectual property claims. Contractor agrees that all data and deliverables it produces for the Project are the exclusive property of WestCOG.
- 5.3. Provision of Copies. Contractor shall furnish WestCOG a complete set of all data and deliverables created pursuant to this Project on termination of this Agreement. Data and deliverables shall be provided in editable digital formats, with deliverables also provided in industry-standard archive formats.
- 5.4. **Artificial Intelligence** – all use of Artificial Intelligence (AI) in project deliverables must be documented and preapproved in writing by WestCOG.
6. RESPONSIBILITIES OF WESTCOG. WestCOG agrees to be responsible, following reasonable written notice, for (1) providing requested information that is necessary and ordinarily obtainable for the Project; and, (2) assisting in coordination of meetings with the WestCOG board and/or staff. Failure by WestCOG to perform its responsibilities within an agreed-to timetable may result in a Project Change(s) as provided for below.
7. STANDARD OF CARE. The standard of care for all professional services performed or furnished by Contractor shall be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Contractor may use or rely upon the services of others in the performance of professional services under this Agreement, subject to WestCOG's prior approval.
8. DUE DILIGENCE.
- 8.1. Contractor represents that it conducted Due Diligence during the procurement process by examining and thoroughly familiarizing itself with each of the elements of this Project, including the programs, facilities, services, processes, or functions essential to its management and administration, implementation, and completion. The representations set forth in this section shall be of import for the entirety of the term of this Agreement.

- 8.2. Contractor represents that there were not any discrepancies or inaccuracies in the information provided in the Request for Proposals or Qualification (RFP) issued for this Project, any Schedules thereto, observations and any information otherwise provided by WestCOG.
- 8.3. Contractor certifies, warrants, and represents that prior to the execution of this Agreement, it had the opportunity to:
  - 8.3.1. Review or was afforded the opportunity by WestCOG to review all relevant physical items, facilities, services or functions essential to the satisfactory implementation and completion of the Project. Contractor further certifies, warrants and represents that all such items, facilities, services, or functions as are included in or covered by this Agreement and that there are no discrepancies set forth that would impede the successful implementation of this Agreement;
  - 8.3.2. Ask questions as seen fit, throughout the Proposal submission and contract negotiation periods, pertinent to the provision of services under this Agreement, the capacity of WestCOG to achieve its objectives, the available Due Diligence resources, and to review other proposers' questions and respective responses by WestCOG; and,
  - 8.3.3. Conduct all Due Diligence prior to the submission of its Proposal and/or its negotiation and execution of this Agreement.

Accordingly, any additional costs, services, equipment or deliverables resulting from the failure of Contractor to complete Due Diligence prior to submission of its Proposal and/or the execution of this Agreement shall be borne by Contractor.

- 8.4. Contractor certifies, warrants and represents that:
  - 8.4.1. Its failure to investigate and verify facts or its failure to identify operational changes that would enlarge the scope of the RFP and this Agreement and to define such category of change shall, in no way, be cause for future claim of ignorance of such facts or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
  - 8.4.2. No additional licenses or authorizations are necessary to accomplish implementation of the Services required by this Agreement. However, in the event additional license or authorizations are necessary, Contractor shall pay for all permits, licenses and fees, give all required or appropriate notices and comply with all applicable federal, state and/or municipal laws or regulations;

- 8.4.3. It is responsible for all aspects of the services to be rendered under this Agreement and thereby confirms that its Proposal, the contents therein, the terms of this Agreement are in accord with the requirements and specifications of this Agreement and the RFP, any Exhibits and Schedules thereto and any other information that has been made available by WestCOG to Contractor and all Proposers;
- 8.4.4. It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of this Agreement, as a result of such failure; and,
- 8.4.5. It has been responsible for specifying any changes and disclosing any new costs prior to the execution of this Agreement. Thus, in the event any changes or costs are otherwise required, during the implementation, operation and administration of this Agreement, the sole responsibility for any adjustment, modification, delay and cost of such changes shall reside with Contractor. Contractor shall be responsible, at its sole cost and expense, for any additional services or deliverables necessary to meet the specifications and requirements of this Agreement.

9. REPRESENTATIONS AND WARRANTIES. Contractor certifies, represents and warrants and shall cause all Subcontractors to certify, represent and warrant to WestCOG that:

9.1. It is duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement; Contractor shall provide the following to WestCOG, prior to the execution of this Agreement:

- 9.1.1. A Certificate of Legal Existence or Good Standing in the State of organization and, as applicable, a Certificate of Authority and Good Standing from the Office of the Secretary of the State of Connecticut;
- 9.1.2. A certified resolution or Secretary's Certificate of Authority and Incumbency.

The above-referenced documents shall be attached hereto as Exhibit C.

9.2. Contractor's proposal was not made in connection with any proposer person or entity, including any affiliate of Contractor, submitting a separate response to the RFP, and was in all respects fair and without collusion or fraud.

- 9.3. Contractor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance.
- 9.4. No employee of WestCOG or any of the municipalities covered by this Agreement participated directly or indirectly in the preparation of Contractor's response to the RFP.
- 9.5. The services to be provided by Contractor do not conflict with the interests of any individual, group, business, or governmental organization with which Contractor is employed or with which Contractor has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Contractor will immediately notify WestCOG in writing.
- 9.6. No member of the governing body of WestCOG, or its designees, employees or agents, or of any municipalities covered by this Agreement and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Agreement shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with this Agreement. Contractor shall cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the provisions of this paragraph.
- 9.7. Contractor has not employed or retained any person other than bona fide employees or consultants working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any Person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 9.8. It will comply with all applicable federal and state laws and municipal ordinances in satisfying its obligations to WestCOG under and pursuant to this Agreement.
- 9.9. The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (a) any provision of law; (b) any order of any court or of the State; or (c) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.
- 9.10. It has not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the

award or making of this Agreement or any assignments made in accordance with the terms of this Agreement.

- 9.11. To the best of its knowledge, there are no claims involving Contractor, its partners, subcontractors or consultants that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement.
- 9.12. It shall disclose to WestCOG, in writing, any claims involving it that might reasonably be expected to materially adversely affect its business(es), operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. For purposes of Contractor's obligation to disclose any claims to WestCOG, the ten (10) days in the section of this Agreement concerning disclosure of Contractor litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty.
- 9.13. It is able to perform under this Agreement using its own resources or the resources of a party expressly approved by WestCOG in connection with this Agreement.
- 9.14. It shall obtain in a written agreement with any of its subcontractors or consultants, to the effect that all of the representations and warranties in this section shall be complied with and that such provision shall be included in any contracts and purchase orders with such subcontractors or consultants.
- 9.15. It has plenary authority to bind any subcontractors or consultants to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) Days after receiving a request from WestCOG, such information as WestCOG may require to evidence, in WestCOG's sole determination, compliance with this section.

A breach or violation of the representations contained in this section, shall afford WestCOG the right to Terminate this Agreement without liability, or, at its discretion, permit WestCOG to deduct from the agreed price or consideration or otherwise to recover the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

10. **INSURANCE.** Contractor shall, during the performance of the Project and for a period of three (3) years following completion of the Project, procure and maintain the following categories of insurance with reasonably commercially acceptable insurers, at the levels set forth in and attached hereto as Exhibit D: Workers' Compensation; Employer

Liability; Comprehensive General Liability; Automobile Liability; Professional Liability; and/or Umbrella. WestCOG to be listed as an additional insured on applicable general liability insurance policies carried by Contractor. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least thirty (30) days prior written notice has been given to WestCOG and Contractor and to each other additional insured (if any) to which a certificate of insurance has been issued.

11. WORKERS' COMPENSATION. This Agreement shall be void and of no effect unless Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of Connecticut.
12. INDEMNIFICATION. To the fullest extent permitted by law, Contractor, on behalf of itself, its employees, agents, subcontractors (including without limitation, the Approved Subcontractors and Consultants, if any) (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the WestCOG and the Municipalities<sup>3</sup>, (individually and collectively), their officers, officials, boards, employees, agents and volunteers ("Indemnified Parties") from and against any and all actions, liabilities, claims, losses, damages (including punitive damages) litigation expenses, settlement payments, costs and expenses, interest, awards, judgments, diminution in value, fees, penalties, fines, forfeitures, clean-up costs, suits of any name or nature, which may be alleged against the Indemnifying or Indemnified Parties or which the Indemnifying or Indemnified Parties may incur, become responsible for, or pay out as a result of the negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this Agreement.

This provision shall survive termination of this Agreement.

13. TERMINATION.
  - 13.1. Termination of Agreement for Cause: Default. WestCOG shall have the right, at any time, to terminate this Agreement, in whole or in part, if Contractor fails to perform any of its obligations hereunder and fails to give WestCOG assurance of acceptable performance of such obligations within ten (10) business days after written request by WestCOG for such assurance. In the event of such breach of the Agreement, WestCOG may:
    - 13.1.1. Declare Contractor to be in default;
    - 13.1.2. Cancel this Agreement, in whole or in part;

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<sup>3</sup> The following municipalities are the members of WestCOG: Bethel, Bridgewater, Brookfield, Danbury, Darien, Greenwich, New Canaan, New Fairfield, New Milford, Newtown, Norwalk, Redding, Ridgefield, Sherman, Stamford, Weston, Westport and Wilton.

13.1.3. Withhold payment of any further funds which may be due Contractor until the default is corrected; and/or

13.1.4. Pursue any and all remedies afforded by law.

13.2. Termination for Convenience: WestCOG shall have the right at any time to terminate this Agreement, in whole or in part, by written notice to Contractor. Upon receipt of this notice, Contractor shall immediately discontinue performance, shall place no further orders, and shall promptly cancel all orders to subcontractors.

13.3. Termination for Lack of Funding. Contractor acknowledges that the Agreement is subject to funding by various third-party funding entities. Contractor therefore agrees that WestCOG shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable WestCOG to pay Contractor is not made available under any funding agreement. If funds to enable WestCOG to effect continued payment under this Agreement are not made available by any funding entity, WestCOG shall have the right to terminate this Agreement without penalty by giving written notice of termination to Contractor.

13.4. Cure Period. Notwithstanding the foregoing, this Agreement will not terminate as a result of a default if Contractor begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if Contractor has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

#### 14. RIGHTS ON CANCELLATION OR TERMINATION.

14.1. Termination for Cause. In the event of termination for cause or default, WestCOG shall pay Contractor for all work satisfactorily performed prior to termination, plus all reimbursable expenses incurred in the work performed in accordance with the pertinent exhibit to this Agreement. However, in no event shall WestCOG be obligated to pay more than the Agreement value less payments previously made and, in addition, WestCOG shall have the right to arrange for performance of the remainder of the Scope of Work either by itself or another consultant. Should the reasonable cost of performance of such remainder of the Scope of Work exceed the funds remaining under this Agreement, Contractor shall promptly reimburse WestCOG for the reasonable excess upon demand.

- 14.2. Termination for Lack of Funding or Convenience. In the event of termination by WestCOG for lack of funding or convenience, WestCOG shall pay Contractor for all services performed as of the termination date, plus expenses incurred in the work performed in accordance with the pertinent exhibit to this Agreement. However, in no event shall WestCOG be obligated to pay more than the Agreement value less payments previously made.
- 14.3. No Payment for Lost Profits. In no event shall WestCOG be obligated to pay or otherwise compensate Contractor for any lost or expected future profits.

15. MISCELLANEOUS PROVISIONS.

- 15.1. STATUS AS INDEPENDENT CONTRACTOR. Contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, including but not limited to that it will neither hold itself or its employees out nor claim to be, an officer or employee of WestCOG by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of WestCOG, including but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit.
- 15.2. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Connecticut and any disputes hereunder shall be resolved in a court of competent jurisdiction within the State of Connecticut. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall in the Connecticut Superior Court in the Danbury Judicial District.
- 15.3. CONFLICTS OR DISPUTES. This Agreement represents the concurrence between WestCOG and Contractor and governs all disputes between them. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
- 15.3.1. WestCOG and Contractor agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Contractor for payment of fees and the parties fail to resolve the dispute through negotiation, then WestCOG and Contractor agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator.

- 15.3.2. WestCOG and Contractor agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis and shall be completed within sixty (60) days. If such mediation is unsuccessful in resolving a dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a Connecticut Superior Court in the Danbury Judicial District.
- 15.4. DISPUTES; LEGAL PROCEEDINGS; WAIVER OF TRIAL BY JURY AND CONTINUED PERFORMANCE. WestCOG and Contractor agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by WestCOG.
- 15.5. ACCRUAL OF CLAIMS. All causes of action between the parties to this Agreement including those pertaining to acts, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion for acts, failures to act, or failures to perform occurring prior to completion, or the date of issuance of the notice of acceptability of work for acts, failures to act or failures to perform occurring after substantial completion.
- 15.6. SEVERABILITY. If any provision of this Agreement is held to be invalid by any competent court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of Connecticut.
- 15.7. NON-DISCRIMINATION. Contractor shall not discriminate on the basis of age, race, creed, color, national origin, gender, sexual orientation, religion, disability, or marital status in the performance of services or programs pursuant to this Agreement.
- 15.8. BINDING AGREEMENT. WestCOG and Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 15.9. ASSIGNABILITY. Contractor shall not assign any interest in this Agreement nor transfer any interest in the same (whether by assignment or novation) without the prior written approval of WestCOG, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated

to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Contractor from retaining subconsultants or consultants subject to WestCOG's approval as it deems reasonably necessary for the completion of the services rendered hereunder.

- 15.10. ENTIRE AGREEMENT. This Agreement, inclusive of Exhibits, shall constitute the complete and exclusive statement of the contract between the parties as it relates to this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.
- 15.11. AMENDMENT. Contractor understands that WestCOG may require changes to the Project, including scope, tasks, budget, timeline, and termination date, and that changes that cannot be accommodated within this Agreement will require amendment to the Agreement. Any amendment must be in writing and agreed to by WestCOG and Contractor. Any modification or amendment to this Agreement shall be void unless it is in writing and agreed to by both parties.
- 15.12. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- 15.13. SURVIVAL. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.
- 15.14. PRESUMPTION. This Agreement or any section thereof shall not be construed against any party due to the fact that the Agreement or any section thereof was drafted by such party.
16. AUTHORIZED AGENT FOR WESTCOG AND CONTRACTOR NOTICE. Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, demands, satisfactions, waivers or other communications are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of WestCOG or Contractor and

delivered in hand, sent by mail, postage prepaid, or e-mailed with read receipt to the party to whom it is directed, which until changed by written notice, are as follows:

16.1. WestCOG hereby designates:  
Francis R. Pickering, Executive Director  
WestCOG  
1 Riverside Road  
Sandy Hook, CT 06482

16.2. Contractor hereby designates:  
[PERSON], [TITLE]  
[FIRM]  
[ADDRESS]

16.3. The Parties also hereby reserve the right to designate other or additional Authorized Agents upon written notice to the other party which shall be signed by the respective Authorized Agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

WestCOG	[FIRM]
By: _____ [NAME] [TITLE] [DATE]	By: _____ [NAME] [TITLE] [DATE]



**End of RFQ**