

WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS (WESTCOG)
REQUEST FOR QUALIFICATIONS, PROPOSALS, OR OTHER PROCUREMENT METHOD
STANDARD PROCUREMENT FRONTISPIECE (NON-EDITABLE) 2026-06-01 #01

I. STRUCTURE AND AUTHORITY

1. INTRODUCTION AND STRUCTURE OF THIS SOLICITATION

The Western Connecticut Council of Governments (“WestCOG”) issues solicitations to identify and procure qualified consultants, firms, or teams to perform professional services.

This solicitation may take the form of a Request for Qualifications (RFQ), Request for Proposals (RFP), Sole Source, or other procurement method, as specified in **Part 2 – Procurement Form**.

This solicitation is organized into the following components:

- **Part 1 – Standard Frontispiece (this document):**
Establishes the standard terms, conditions, and procedures governing all WestCOG procurements. This section is non-editable and applies uniformly to all solicitations.
- **Part 2 – Procurement Form (Project-Specific):**
Contains all project-specific information, including scope of work, schedule, deadlines, submission requirements, evaluation criteria, procurement method, cost proposal requirements, funding sources, and designated contact information.
- **Part 3 – Attachments:**
Contains standard contractual, federal, state, and other required provisions incorporated by reference.

All project-specific requirements, including scope of work, deadlines, evaluation criteria, procurement method, and cost proposal requirements, are defined exclusively in Part 2 – Procurement Form.

2. ABOUT WESTCOG

WestCOG 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 and is governed by the Chief Elected Officials of its member municipalities.

Additional information is available at: <https://westcog.org>

3. PROCUREMENT AUTHORITY AND COMPLIANCE

All procurements conducted by WestCOG are subject to applicable federal, state, and local laws and regulations.

Where a project is funded in whole or in part by federal or state sources, the requirements associated with that funding shall apply.

The applicable funding source(s) for each procurement are identified in **Part 2 – Procurement Form**, and all associated requirements are incorporated by reference through **Part 3 – Attachments**, and are binding on the procurement and any resulting contract.

4. INCORPORATION OF ATTACHMENTS

This solicitation incorporates by reference all attachments provided, which may include but are not limited to:

- Standard Agreement (Contract)
- Federal Requirements
- State Requirements
- Insurance Requirements
- Other applicable provisions

These attachments are binding and shall apply to any resulting contract.

5. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency among documents, the following order of precedence shall apply:

1. Applicable federal requirements

2. Applicable state requirements
 3. WestCOG Standard Agreement (Contract)
 4. Part 2 – RFP or RFQ Form (project-specific provisions)
 5. Part 1 – Standard Frontispiece
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6. PROCUREMENT METHOD

The method of procurement for each solicitation, including whether qualifications-based selection (QBS) or another method is used, shall be specified in **Part 2 – Procurement Form**.

Part 2 shall also specify whether cost or fee proposals are required, and if so, the format and requirements for such submissions.

II. COMMUNICATIONS AND PROCUREMENT PROCESS

7. COMMUNICATIONS

All communications regarding this solicitation must be directed only to the designated contact identified in **Part 2 – Procurement Form**.

No other communications with WestCOG staff, officials, or representatives regarding this solicitation are permitted during the solicitation period.

Failure to comply with this requirement may result in disqualification.

8. PRE-SUBMISSION INFORMATIONAL MEETINGS

WestCOG may conduct a pre-submission informational meeting or conference for prospective proposers.

If such a meeting is offered, the date, time, format, and participation details will be provided in **Part 2 – Procurement Form**.

Attendance may be optional or required, as specified in Part 2.

9. QUESTIONS AND CLARIFICATIONS

WestCOG may, at its discretion, accept questions regarding this solicitation in advance of the submission deadline.

If questions are accepted, the deadline for submission of questions, method of submission, and any other applicable instructions will be specified in **Part 2 – Procurement Form**.

If responses to questions are provided, they may be issued in writing and made available at the WestCOG procurement website:

<https://westcog.org/procurements/>

WestCOG reserves the right, but is not obligated, to respond to any questions submitted.

WestCOG will not provide interpretive guidance outside of any process identified in Part 2.

10. ADDENDA AND PROCUREMENT WEBSITE

WestCOG maintains a centralized procurement website for all solicitations, updates, addenda, and related information:

<https://westcog.org/procurements/>

WestCOG reserves the right to modify this solicitation at any time through written addenda posted on this website.

It is the responsibility of all prospective proposers to monitor this website for this solicitation and any updates or addenda. WestCOG is not responsible for notifying individual parties of updates.

11. SCHEDULE

WestCOG reserves the right to modify the procurement schedule at its sole discretion.

All dates provided in **Part 2 – Procurement Form** are subject to change.

III. SUBMISSION OF RESPONSES

12. SUBMISSION REQUIREMENTS

Responses shall be submitted electronically in PDF format.

Submissions shall be transmitted by email to the designated contact identified in **Part 2 – Procurement Form**. Submissions must be provided as a single file attachment or, if necessary due to file size, via a download link included in the email.

The submission deadline is specified in Part 2 – Procurement Form.

Submissions must be received by WestCOG no later than the stated deadline. Late submissions may be rejected at WestCOG's discretion.

Proposers are responsible for ensuring successful delivery of their submission. WestCOG is not responsible for transmission errors, file size limitations, failed deliveries, or incomplete submissions.

WestCOG does not provide confirmation of receipt beyond standard email delivery mechanisms.

13. WITHDRAWAL OR MODIFICATION OF RESPONSES

Proposers may withdraw or modify their submissions at any time prior to the submission deadline identified in **Part 2 – Procurement Form**.

After the submission deadline, responses may not be withdrawn or modified except at WestCOG's discretion.

14. RESPONSIVENESS OF SUBMISSIONS

Responses must comply with all requirements set forth in **Part 2 – Procurement Form**.

WestCOG reserves the right to determine whether a submission is complete and responsive. Non-responsive submissions may be rejected.

IV. EVALUATION AND AWARD

15. EVALUATION PROCESS

WestCOG will evaluate responses in accordance with the criteria and procurement method identified in **Part 2 – Procurement Form**.

Evaluation criteria and their relative importance are defined exclusively in **Part 2 – Procurement Form**.

The evaluation process may include:

- Review of submitted qualifications, technical proposals, and cost or fee proposals, as applicable
- Requests for additional information or clarification
- Interviews with selected proposers
- Comparative evaluation of submissions based on stated criteria

Where qualifications-based selection (QBS) is used, cost or fee proposals may be requested and negotiated following the selection of the highest-ranked proposer.

Where cost or fee proposals are required as part of the submission, they will be evaluated in accordance with the criteria set forth in Part 2.

WestCOG reserves the right to modify the evaluation process as necessary to serve the best interests of the organization.

16. AWARD AND NEGOTIATION

Selection of a proposer does not constitute a binding commitment by WestCOG.

No award shall be considered final until a contract has been fully negotiated and executed.

If negotiations with a selected proposer are unsuccessful, WestCOG may terminate negotiations and proceed with another proposer.

17. RESERVATION OF RIGHTS

WestCOG reserves the right to:

- Reject any or all responses

- Request additional information from any proposer
 - Waive informalities or irregularities
 - Cancel, amend, or reissue this solicitation
 - Award the contract in whole or in part to one or more proposers
 - Make no award
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V. LEGAL AND ADMINISTRATIVE PROVISIONS

18. PUBLIC DISCLOSURE (FOIA)

All materials submitted in response to this solicitation may be subject to disclosure under the Connecticut Freedom of Information Act (Conn. Gen. Stat. §1-200 et seq.).

Proposers are responsible for clearly identifying any information they believe to be exempt from disclosure.

19. CONTRACT REQUIREMENTS

The selected proposer will be required to execute WestCOG's Standard Agreement.

Proposers are strongly encouraged to review the Standard Agreement included in **Part 3 – Attachments** prior to submission.

20. INSURANCE

The selected proposer must maintain insurance coverage as specified in **Part 3 – Attachments** and as required by applicable law.

21. CONSORTIA, JOINT VENTURES, AND TEAMS

Proposals from consortia, joint ventures, or teams are permitted.

A lead firm must be identified and will be responsible for contract performance. The lead firm must perform a majority of the work unless otherwise approved.

22. CONFLICTS OF INTEREST

Proposers must disclose any actual or potential conflicts of interest as required in **Part 2 – Procurement Form**.

WestCOG reserves the right to determine whether a conflict of interest disqualifies a proposer.

23. OWNERSHIP OF WORK PRODUCTS

All materials, reports, data, and other deliverables prepared by a selected proposer in connection with this solicitation and any resulting contract shall become the property of WestCOG and any applicable funding agency, unless otherwise specified in the contract.

24. NONDISCRIMINATION AND LEGAL COMPLIANCE

All contracts resulting from this solicitation shall comply with applicable laws related to nondiscrimination, civil rights, and equal opportunity.

25. NO GEOGRAPHIC PREFERENCE

No geographic preference shall be used in the evaluation of proposals, except as permitted by applicable law.

PART 2 – PROCUREMENT FORM

I. PROJECT OVERVIEW

1. Project Title

WestCOG Regional Freight Plan

2. Issuing Organization

Western Connecticut Council of Governments (WestCOG)

3. Project Description

The WestCOG region is a freight gateway between New England, the New York Metropolitan Area, and points west and south. Freight movements to, through, and from the region support businesses, households, construction, waste management, retail, institutions, utilities, public services, and regional economic development. At the same time, freight activity can be affected by barriers and friction points such as safety problems, congestion, unreliable travel times, constrained turning geometry, bridge weight limits, low clearances, truck routing conflicts, inadequate truck parking or staging, loading conflicts, and rail-related constraints.

WestCOG seeks a focused, implementation-oriented Regional Freight Plan that identifies specific freight barriers and friction points, evaluates their significance in relation to freight exposure and network importance, and produces a prioritized set of actionable recommendations. The study is intended to distinguish between severe but limited issues and moderate but high-impact issues affecting frequent, high-volume, regionally significant, or economically important freight movements.

The study is not intended to produce a general freight profile, standalone long-range freight forecast, regional land-use suitability analysis, rail market analysis, clean-freight plan, or broad policy document. Its purpose is to identify freight issues with a plausible path to implementation and to develop recommendations that can support MPO programming, CTDOT coordination, municipal coordination, grant development, transportation systems management and operations, capital planning, and future project development.

4. Funding Source(s)

- ☒ Federal (specify: FHWA-PL)
- ☒ State (specify: CTDOT)
- ☒ Local (municipal dues to WestCOG)
- ☐ Other: _____

Note: any contract awarded under this RFQ is expected to be funded by the U.S. Department of Transportation through the Connecticut Department of Transportation. Neither Department will be a party to this RFQ or any resulting contract.

II. PROCUREMENT METHOD AND SUBMISSION TYPE

5. Procurement Method

- ☒ Qualifications-Based Selection (QBS)
- ☐ Qualifications + Cost (Non-QBS)
- ☐ Request for Proposals (RFP)
- ☐ Sole-Source Procurement
- ☐ Other (describe): _____

6. Cost Proposal Requirement

- ☒ Not required at time of submission
- ☐ Required at time of submission

If required at time of submission:

Cost Format:

- ☐ Lump sum
 - ☐ Hourly rates
 - ☐ Task-based / line item
 - ☐ Other: Allocation of individual team members to each task with hours/costs
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III. SCOPE OF WORK

7. Scope of Work

[Task List](#)

Task List

Task 1: Project Management and Work Plan Confirmation

- A. Project Management and Coordination
- B. Work Plan, Schedule, and Deliverable Confirmation

Task 2: Freight Barrier and Friction Point Inventory

- A. Review of Existing Data, Prior Plans, and GIS Resources
- B. Identification of Candidate Freight Barriers and Friction Points
- C. Draft Freight Barrier Inventory and Mapping

Task 3: Targeted Issue Verification

- A. Freight Issue Intake Tool
- B. Targeted Stakeholder Outreach and Verification
- C. Updated Freight Barrier and Friction Point Inventory

Task 4: Screening and Prioritization

- A. Priority Issue Screening Matrix
- B. Tier 1, Tier 2, and Tier 3 Issue Classification
- C. WestCOG Review and Approval of Priority Issues

Task 5: Tiered Priority Issue Analysis

- A. Tier 1 Planning-Level Improvement Concepts
- B. Tier 2 Lighter Planning-Level Recommendations
- C. Tier 3 Documentation, Monitoring, Deferral, or Referral

Task 6: Freight Action Matrix and Implementation Strategy

- A. Draft Freight Action Matrix
- B. Final Freight Action Matrix
- C. Concise Implementation Strategy

Task 7: Concise Final Report, Data Products, and Presentation

- A. Draft Regional Freight Plan
- B. Final Regional Freight Plan
- C. Final GIS/Data Products and Project Files
- D. Final Presentation and Optional Supplemental Presentations

Task Descriptions

III.7. Scope of Work

Task 1: Project Management and Work Plan Confirmation

The Consultant shall provide technical assistance to WestCOG throughout the development of the Regional Freight Plan. WestCOG will oversee general administration of the Plan. The Consultant shall work with the WestCOG Project Manager to maintain the project schedule, prepare deliverables, coordinate meetings, manage data products, and ensure that the final products are useful to WestCOG, the MPOs, CTDOT, municipalities, and other implementation partners.

This study shall focus on identifying **specific freight barriers and friction points** that can lead to implementable projects, operational improvements, policy actions, grant applications, programming decisions, or further project development. WestCOG does not seek a general freight profile, broad policy document, long-range freight forecast, regional land-use suitability analysis, standalone rail or clean-freight plan, or engineering design assignment.

This is a **planning study** and is not intended to produce engineering design documents. The Consultant shall not prepare signed or sealed drawings, construction plans, design-level engineering documents, survey, detailed traffic engineering design, final signal plans, or construction-ready cost estimates. The study may identify **planning-level improvement concepts**, such as potential signal, signage, striping, curb management, geometric, routing, bridge/clearance, parking/staging, TSMO, rail-access, or policy actions, but these shall be developed only to the level needed to support project scoping, agency coordination, programming, grant development, or further project development.

Proposers shall submit a proposed work plan ~~and cost allocation~~ showing how effort will be distributed across tasks. WestCOG is particularly interested in proposals that maximize effort devoted to issue identification, priority location analysis, planning-level improvement concepts, and implementation planning, while minimizing unnecessary descriptive, duplicative, speculative, or design-level analysis.

The Consultant shall coordinate with WestCOG through biweekly virtual meetings, or as otherwise directed by WestCOG. The Consultant shall prepare monthly progress reports and invoices identifying work completed, work anticipated, schedule status, budget status, deliverables underway, issues requiring WestCOG direction, and any risks to schedule or budget.

At the start of the project, the Consultant shall confirm with WestCOG the final work plan, schedule, data needs, stakeholder input approach, and format of final deliverables. This start-up step shall be brief and shall not constitute a separate study-framing phase.

Task 2: Freight Barrier and Friction Point Inventory

The Consultant shall prepare a concise inventory of freight barriers and friction points in the WestCOG region using available data, prior plans, GIS resources, stakeholder input, and targeted review. The purpose of this task is to identify candidate issues for screening and possible further analysis, not to prepare a comprehensive freight profile.

The Consultant shall focus on commonly observed impediments to truck and freight movement on public highways, local roads, and related freight access routes. The categories below are intended to guide issue identification; they do not require equal levels of analysis for every category or location and are not intended to be exhaustive.

The inventory shall distinguish between the **existence** of a freight barrier and the **significance** of that barrier, recognizing that a severe physical constraint affecting limited truck activity may be less regionally important than a moderate operational constraint affecting frequent, high-volume, or economically significant freight movements.

The inventory shall consider, at minimum, the following high-value issue categories:

Safety and Truck Crash Patterns

The Consultant shall identify truck crash clusters or locations with recurring truck-involved crashes, especially where crash patterns may indicate problems with ramps, merges, diverges, weaves, intersections, bridge approaches, constrained corridors, limited sight distance, queuing, abrupt lane changes, aggressive driving, or constrained geometry. The Consultant shall identify locations where freight safety issues may support CTDOT coordination, municipal action, safety funding, grant applications, or future project development.

Turning Geometry and Physical Roadway Constraints

The Consultant shall identify locations where truck movements are constrained by tight turning radii, narrow lanes, constrained shoulders, stop bars, medians, curbs, islands, signal equipment, signs, utility poles, or other roadside features. The Consultant shall focus on locations where trucks encroach into opposing lanes, mount curbs, require multi-point movements, or otherwise cannot complete common movements safely or efficiently.

Weight, Clearance, and Bridge Constraints

The Consultant shall identify bridge weight limits, structurally restricted routes, low vertical clearances, and bridge strike locations that affect freight movement. The Consultant shall identify where these restrictions require circuitous routing, push trucks onto unsuitable roads, or suggest a need for improved signage, warning systems, wayfinding, routing guidance, or project development.

Operations, Signals, TSMO, and Reliability

The Consultant shall identify freight-relevant operational issues, including poor signal timing or phasing, queuing that blocks truck movements, recurring bottlenecks, unreliable truck travel times, ramp or interchange constraints, and merge/diverge/weave issues affecting heavy vehicles. The Consultant shall identify locations where signal timing, pavement markings, signage, lane assignment, access management, queue management, or other transportation systems management and operations strategies could improve freight reliability or safety.

Truck Routing, GPS, Signage, Parking, Staging, and Loading

The Consultant shall identify locations where GPS routing, unclear signage, truck exclusions, or routing restrictions send trucks onto unsuitable roads or create inefficient or confusing movements. The Consultant shall also identify practical truck parking, staging, queuing, idling, loading, curb management, or first/last-mile delivery issues where targeted operational, signage, enforcement, curb management, or infrastructure actions may improve conditions.

Freight Access and Rail-Related Constraints

The Consultant shall identify access constraints affecting major freight-generating or freight-receiving locations, including industrial, commercial, construction, waste, utility, institutional, logistics, warehouse, rail-served, or major retail sites, but only to the extent needed to understand freight transportation issues. Rail freight shall be reviewed only where there are actionable transportation implications, such as line or track condition, loss of rail connections or sidings, rail-served site access, grade crossing constraints, or potential transload opportunities where public-sector transportation action may be relevant.

The Consultant shall review prior plans, studies, and data sources only to the extent necessary to identify freight barriers, avoid duplicating prior work, and support implementation-oriented recommendations. Sources may include CTDOT freight and rail plans, WestCOG freight materials, CTDOT bridge/truck route/truck exclusion data, UCONN crash data, RITIS or comparable reliability data, truck parking resources, municipal input, stakeholder input, and WestCOG GIS data.

The Consultant shall prepare a freight barrier inventory in GIS and spreadsheet format. The inventory shall identify each candidate issue, location, issue category, available evidence, likely responsible agency or agencies, potential type of intervention, and available indicators of freight significance.

Task 3: Targeted Issue Verification

The Consultant shall conduct targeted issue verification to identify, confirm, and refine freight barriers and friction points. This task shall be practical and issue-focused. The purpose is not to conduct broad public engagement or a freight visioning process, but to identify specific locations where freight movement is constrained, unsafe, inefficient, unreliable, or poorly coordinated.

The Consultant shall develop a structured freight issue intake tool, such as an online survey, GIS-based map, interview guide, spreadsheet, or similar format approved by WestCOG. The tool shall capture location, issue type, problem description, affected freight movement or vehicle type, frequency or severity if known, available evidence, suggested improvement if known, likely responsible agency or party, and stakeholder contact information for follow-up.

The Consultant shall conduct targeted outreach to selected stakeholders likely to have direct knowledge of freight barriers, freight exposure, or implementation opportunities. Potential stakeholders may include CTDOT, adjacent COGs and MPOs, municipalities, freight carriers, logistics providers, shippers, receivers, distributors, manufacturers, construction firms, waste haulers, utility operators, railroads, service plaza operators, truck parking or staging stakeholders, chambers of commerce, economic development partners, and owners or operators of major freight-generating or freight-receiving locations.

The Consultant shall cap this task at a level of effort appropriate to the study's implementation focus. Proposers shall identify the anticipated number of interviews, small-group discussions, or targeted outreach activities included in their approach. The Consultant shall summarize stakeholder input concisely and incorporate verified or plausible issues into the freight barrier inventory.

The Consultant shall prepare only those meeting materials, interview guides, summaries, or public-facing materials needed to support targeted issue verification and required project communication. If WestCOG requests webpage text, the Consultant shall provide brief content suitable for posting on WestCOG's website. All public-facing materials shall comply with applicable federal accessibility requirements.

Task 4: Screening and Prioritization

The Consultant shall screen the freight barriers and friction points identified under Tasks 2 and 3 and recommend priority issues for further analysis. This task is intended to focus the study on high-value, high-ROI work and avoid unnecessary analysis of issues that are speculative, duplicative, low-impact, or unlikely to lead to implementation.

The screening shall consider not only the type and severity of the barrier, but also the significance of the freight movement affected. The Consultant shall distinguish between severe barriers affecting limited or occasional truck activity and moderate barriers affecting high-volume, regionally significant, or economically important freight movements.

The screening shall use a concise set of practical criteria, including:

- Safety relevance;
- Severity of the barrier or friction point;
- Freight exposure, including truck volumes, truck percentages, frequency of truck use, or number of freight trips affected;
- Network significance, including whether the location serves an interstate, state route, designated truck route, major freight corridor, industrial access route, service plaza, rail/truck connection, or major freight generator/receiver;
- Economic or operational significance of the freight movement affected;
- Freight mobility or reliability benefit;
- Consequence of failure or disruption, including detour length, delay, diversion onto unsuitable roads, loss of access, bridge strikes, or recurring safety exposure;
- Strength of available evidence;
- Clear public-sector role or influence;
- Likely lead agency or responsible party;
- Potential funding or programming pathway;
- Relative cost or complexity;
- Likelihood of implementation; and

- Whether additional analysis would materially improve a decision.

The Consultant shall prepare a Priority Issue Screening Matrix and a brief accompanying memorandum. The matrix shall identify:

- Issues recommended for planning-level improvement concepts;
- Issues recommended for lighter planning-level treatment;
- Issues that should be documented but not advanced;
- Issues already being addressed by CTDOT, municipalities, railroads, private parties, or others;
- Issues outside the likely influence of WestCOG or its partners;
- Issues lacking sufficient evidence to justify further analysis; and
- Issues that should be monitored but not advanced at this time.

The Consultant shall not proceed to Task 5 until WestCOG has reviewed and approved the priority issue list.

Task 5: Tiered Priority Issue Analysis

Following WestCOG approval of the priority issue list, the Consultant shall conduct tiered analysis of selected priority freight issues. The purpose of this task is to provide enough analysis to support implementation, not to prepare final engineering designs.

The Consultant shall prepare:

- **Tier 1: Planning-level improvement concepts for up to 10 high-priority freight issues** with the strongest combination of safety or mobility benefit, freight exposure, network or economic significance, implementation likelihood, and readiness for programming, grant development, CTDOT coordination, municipal action, or further project development.
- **Tier 2: Lighter planning-level treatment for up to 15 additional freight issues** that are meaningful but do not warrant the same level of analysis within this study.
- **Tier 3: Documentation only** for issues that should be monitored, deferred, referred to another entity, or not advanced at this time.

WestCOG may approve a different allocation among tiers based on the screening results and proposed level of effort.

For Tier 1 issues, the Consultant shall prepare planning-level improvement concepts. Depending on the issue, analysis may include desktop review of aerial imagery, roadway geometry, lane configuration, curb radii, medians, stop bars, bridge approaches, access points, pavement markings, traffic control, signage, crash patterns, bridge strike history, truck routes, truck exclusions, truck travel time reliability, GPS/routing issues, field review where appropriate, stakeholder follow-up, and planning-level truck turning movement review where warranted.

This work shall be sufficient to identify plausible treatments and next steps, but shall not constitute engineering design. Planning-level improvement concepts may include annotated maps, marked-up aerials, planning sketches, tables, photographs, issue diagrams, or narrative treatment descriptions. They shall not require CAD drawings, survey, design calculations, final traffic signal plans, construction drawings, or signed/sealed engineering documents unless separately authorized by WestCOG.

Tier 1 recommendations shall include, where applicable:

- Location;
- Existing condition;
- Freight barrier or friction point;
- Evidence supporting the finding;
- Freight movement or vehicle type affected;
- Freight exposure, network significance, or economic/operational significance;
- Recommended planning-level improvement concept or treatment;
- Expected benefit;
- Potential lead agency;
- Partner agencies or parties;
- Approximate cost range;
- Implementation complexity;
- Potential funding or programming pathway;
- Planning/design readiness;
- Recommended next step; and

- Statement of any further engineering, design, survey, or technical analysis needed before implementation.

For Tier 2 issues, the Consultant shall provide lighter planning-level recommendations suitable for inclusion in the Freight Action Matrix. These recommendations shall identify the issue, significance of the freight movement affected, likely action, likely lead agency, potential implementation pathway, and recommended next step, but need not include the same level of concept development as Tier 1 issues.

Tier 3 issues shall be documented briefly with an explanation of why they are not recommended for advancement within this study.

Task 6: Freight Action Matrix and Implementation Strategy

The Consultant shall prepare a prioritized Freight Action Matrix and concise implementation strategy. This shall be the primary product of the study.

The Freight Action Matrix shall include, to the extent applicable:

- Recommendation ID;
- Location;
- Municipality or municipalities;
- Issue category;
- Description of freight barrier or friction point;
- Evidence or source of finding;
- Freight exposure, network significance, or economic/operational significance;
- Recommended planning-level improvement concept, treatment, action, or next step;
- Lead agency or responsible party;
- Partner agencies or parties;
- Approximate cost range;
- Implementation complexity;
- Potential funding or programming pathway;

- Implementation timeframe;
- Recommended next step; and
- Priority level.

Other information, such as MPO area, confidence level, expected benefit, planning/design status, or need for further engineering or survey, may be included where useful but is not required for every item.

The implementation strategy shall be concise and shall explain how WestCOG and partners can use the Plan after completion. It shall identify actions WestCOG can take directly; actions HVMPO or SWRMPO can incorporate into planning or programming processes; actions requiring CTDOT leadership or coordination; actions municipalities can advance; actions requiring private-sector, railroad, service plaza, utility, or property-owner participation; actions suitable for grant applications; and issues that are sufficiently understood and should move toward implementation rather than further general study.

Recommendations shall be actionable and specific. General recommendations such as “improve freight mobility,” “support freight rail,” “increase truck parking,” “coordinate with stakeholders,” or “improve safety” shall not be sufficient unless accompanied by specific locations, responsible parties, implementation steps, and decision pathways.

Task 7: Concise Final Report, Data Products, and Presentation

The Consultant shall prepare a concise Draft Regional Freight Plan and Final Regional Freight Plan documenting the study process, findings, analysis, recommendations, and implementation strategy. The final report shall explain and support the study’s outputs, but the principal value of the study shall be the freight barrier inventory, tiered priority issue analysis, Freight Action Matrix, GIS/data products, and implementation strategy.

The Draft Plan shall include, at minimum:

- Executive summary;
- Description of study purpose and implementation-oriented approach;
- Summary of freight barriers and friction points evaluated;
- Summary of targeted issue verification;
- Freight barrier inventory;
- Priority issue screening results;

- Tier 1 planning-level improvement concepts;
- Tier 2 planning-level recommendations;
- Freight Action Matrix;
- Concise implementation strategy;
- Maps, graphics, tables, and appendices as needed; and
- Documentation of data sources, assumptions, limitations, and data gaps.

WestCOG will review the Draft Plan and will be responsible for transmitting the Draft Plan to CTDOT and compiling comments. The Consultant shall make one round of revisions to the Plan after comments are received.

The Consultant shall provide WestCOG with final data products developed for the Plan, including GIS files, spreadsheets, matrices, maps, graphics, and supporting documentation. GIS and data deliverables shall be provided in formats compatible with WestCOG systems and shall include sufficient metadata or documentation for future use by WestCOG staff.

The Consultant shall prepare one final PowerPoint presentation explaining the Plan's key findings, priority recommendations, implementation pathways, and next steps. The Consultant shall present the Plan at one WestCOG meeting. Additional presentations may be requested by WestCOG as optional or supplemental services.

The draft and final Plan, PowerPoint presentation, maps, graphics, and public-facing materials shall comply with applicable federal document accessibility standards.

8. Deliverables

Task 1: Project Management and Work Plan Confirmation

- Final work plan, schedule, and task-level cost allocation;
- Biweekly coordination meetings with WestCOG, or other meeting schedule approved by WestCOG;
- Monthly progress reports and invoices;
- Identification of data needs, stakeholder input approach, and final deliverable formats;
- Digital project file structure for draft and final products.

Task 2: Freight Barrier and Friction Point Inventory

- Draft Freight Barrier and Friction Point Inventory in spreadsheet format;
- Draft GIS layers or geodatabase identifying candidate freight barriers and friction points;
- Summary map or maps of candidate freight issues;
- Concise summary of data sources reviewed;
- Documentation of available evidence for each candidate issue, where applicable;
- Identification of freight significance indicators for candidate issues, such as truck volumes, truck percentages, frequency of truck use, route importance, affected freight generators/receivers, detour implications, crash history, bridge strike history, or operational significance;
- Identification of likely responsible agencies or parties for candidate issues, where known;
- Identification of potential intervention types, such as safety, geometry, signal/TSMO, routing, signage, bridge/clearance, weight restriction, parking/staging/loading, access, rail-related, policy, or coordination actions.

Task 3: Targeted Issue Verification

- Structured freight issue intake tool, such as a survey, GIS-based map, interview guide, spreadsheet, or similar format approved by WestCOG;
- List of targeted stakeholders contacted or proposed for contact;
- Materials used for targeted outreach, interviews, or small-group discussions;
- Concise summary of stakeholder input;
- Updated draft Freight Barrier and Friction Point Inventory incorporating verified or plausible stakeholder-identified issues;
- Brief webpage text or public-facing project description, if requested by WestCOG;
- Accessible versions of public-facing materials prepared under this task, where applicable.

Task 4: Screening and Prioritization

- Draft Priority Issue Screening Matrix;

- Brief Priority Issue Screening Memorandum;
- Recommended Tier 1, Tier 2, and Tier 3 issue lists;
- Documentation of screening criteria and rationale;
- Identification of issues recommended for planning-level improvement concepts;
- Identification of issues recommended for lighter planning-level treatment;
- Identification of issues to be documented only, monitored, deferred, referred to another entity, or not advanced;
- WestCOG review materials for approval of priority issues before proceeding to Task 5.

Task 5: Tiered Priority Issue Analysis

Tier 1 Deliverables

For up to 10 high-priority freight issues, unless WestCOG approves a different number:

- Draft planning-level issue analysis;
- Draft planning-level improvement concept or recommended treatment;
- Location map or graphic;
- Existing condition summary;
- Description of freight barrier or friction point;
- Summary of supporting evidence;
- Assessment of freight exposure, network significance, or economic/operational significance;
- Identification of affected freight movement or vehicle type;
- Planning-level assessment of likely benefits;
- Identification of potential lead agency and partner agencies or parties;
- Approximate cost range;
- Implementation complexity;
- Potential funding or programming pathway;
- Planning/design readiness;

- Recommended next step;
- Statement of any further engineering, design, survey, or technical analysis needed before implementation.

Where warranted and feasible, Tier 1 analysis may also include:

- Planning-level truck turning movement review;
- Desktop geometric review;
- Review of crash patterns;
- Review of bridge strike, clearance, or weight-limit constraints;
- Review of truck route, truck exclusion, signage, GPS/routing, or wayfinding issues;
- Review of signal timing, TSMO, pavement marking, queueing, or operational issues;
- Field review notes or photographs.

Tier 1 deliverables shall be planning-level products intended to support scoping, coordination, programming, grant development, or further project development. They are not engineering design documents and shall not be treated as construction-ready recommendations. Planning-level improvement concepts may include annotated maps, marked-up aerials, photographs, issue diagrams, planning sketches, treatment descriptions, and order-of-magnitude cost ranges. They shall not include signed/sealed engineering documents, construction plans, CAD plan sets, survey, design-level traffic signal plans, or construction-ready cost estimates unless separately authorized by WestCOG.

Tier 2 Deliverables

For up to 15 additional freight issues, unless WestCOG approves a different number:

- Draft lighter planning-level recommendation suitable for inclusion in the Freight Action Matrix;
- Location and issue summary;
- Significance of freight movement affected;
- Likely action or intervention type;
- Likely lead agency or responsible party;
- Potential implementation pathway;

- Recommended next step.

Tier 3 Deliverables

- Brief documentation of issues recommended for monitoring, deferral, referral to another entity, or no further advancement within this study;
- Explanation of why each Tier 3 issue is not recommended for further analysis or implementation within this study.

Task 6: Freight Action Matrix and Implementation Strategy

- Draft Freight Action Matrix;
- Final Freight Action Matrix;
- Concise Implementation Strategy;
- Funding and programming pathway summary;
- Identification of actions suitable for MPO programming, CTDOT coordination, municipal action, grant development, TSMO, safety programs, capital planning, private-sector coordination, rail-related coordination, or further project development;
- Identification of issues sufficiently understood to move toward implementation rather than further general study;
- Identification of issues that should be monitored but not immediately advanced.

The Freight Action Matrix shall include, to the extent applicable:

- Recommendation ID;
- Location;
- Municipality or municipalities;
- Issue category;
- Description of freight barrier or friction point;
- Evidence or source of finding;
- Freight exposure, network significance, or economic/operational significance;
- Recommended planning-level improvement concept, treatment, action, or next step;

- Lead agency or responsible party;
- Partner agencies or parties;
- Approximate cost range;
- Implementation complexity;
- Potential funding or programming pathway;
- Implementation timeframe;
- Recommended next step;
- Priority level.

Other information, such as MPO area, confidence level, expected benefit, planning/design status, or need for further engineering or survey, may be included where useful but is not required for every item.

Task 7: Concise Final Report, Data Products, and Presentation

- Draft Regional Freight Plan;
- Final Regional Freight Plan;
- Executive Summary;
- Final compiled Freight Barrier and Friction Point Inventory;
- Final compiled Priority Issue Screening Matrix;
- Final compiled Tier 1 planning-level improvement concepts;
- Final compiled Tier 2 planning-level recommendations;
- Final Freight Action Matrix;
- Concise Implementation Strategy, included in the Final Plan;
- Final GIS files, geodatabase, spreadsheets, maps, graphics, tables, and supporting digital files;
- Metadata or documentation for GIS and data products;
- Documentation of data sources, assumptions, limitations, and data gaps;
- Final PowerPoint presentation;
- One presentation to WestCOG;

- Accessible, web-friendly versions of the final report, presentation, and public-facing materials prepared under the scope, as applicable;
- Final project files suitable for posting, archiving, and future use by WestCOG.

9. Schedule / Timeline

Release of RFQ: Friday, June 5, 2026

Pre-Submission Meeting: Wednesday, June 17, 2026

Questions and Clarifications Due Date: June 24, 2026

Submissions Due: Wednesday, July 15, 2026

Interviews (tentative): Week of August 3, 2026

Commencement of Negotiations with Selected Proponent: Week of August 24, 2026
(tentative)

Issuance of Notice to Proceed: September 7, 2026 (tentative)

Overall Plan: twelve (12) months from date of Notice to Proceed

Dates of specific task deliverables: to be proposed by Proponents

This schedule is proposed and WestCOG reserves the right to modify this schedule at its sole discretion.

IV. SUBMISSION REQUIREMENTS

10. Submission Deadline

Date: Wednesday, July 15, 2026

Time: 4:00 p.m. (ET)

11. Submission Contact

Name: Francis R. Pickering

Title: Executive Director

Email: ccarpenter@westcog.org

12. Required Submission Contents

Responses must include the following components:

- ☒ Cover page
 - ☒ Plan approach / methodology
 - ☒ Relevant experience
 - ☒ Key personnel and qualifications
 - ☒ References
 - ☐ Cost proposal (if required)
 - ☒ Conflict of interest disclosure
 - ☐ Other: _____
-

V. PRE-SUBMISSION INFORMATION

13. Pre-Submission Informational Meeting

- ☐ Not offered
- ☒ Offered

If offered:

Date: Wednesday, June 17, 2026

Time: 12:00 noon – 1:00 p.m.

Format: ☒ Virtual ☐ In-person ☐ Hybrid

Participation requirements:

- ☒ Optional
☐ Mandatory

Registration / access instructions:

Zoom meeting. <https://us02web.zoom.us/meeting/register/swOFIvIrRwa-3HsYvVxfKA> to register.

14. Questions and Clarifications

Questions accepted:

- ☒ Yes
☐ No

If yes:

Submission deadline: Wednesday, June 24, 2026, 4:00 p.m.

Submission method: email to ccarpenter@westcog.org

Answers will be posted online where WestCOG posted this RFQ on a rolling basis until the submission deadline above.

No questions will be accepted by other forms of communication.

WestCOG reserves the right to make clarifications, corrections, or changes in this RFQ at any time prior to the time that submittals are due.

VI. EVALUATION

15. Evaluation Criteria to Be Used to Select Firms for Interview

- 25% or 25 pts. Qualifications of personnel to be assigned to the Project Team.
 - 15% or 15 pts. Quality of written proposal
 - 20% or 20 pts. Firm's awareness of potential Project issues, opportunities, and constraints.
 - 25% or 25 pts. Project Team's experience with similar projects.
 - 15% or 15 pts. Ability to meet WestCOG's project schedule.
-

16. Interviews

- ☐ Not anticipated
- ☐ May be conducted
- ☒ Will be conducted

Interviews will be scheduled following review of submittals with up to three (3) applicants. WestCOG reserves the right to interview additional applicants at its sole discretion.

VII. ADDITIONAL PROJECT-SPECIFIC INFORMATION

17. Additional Requirements or Conditions

Include any project-specific requirements not otherwise covered.

Examples:

- Data requirements: familiarity with resources including :
 - Association of American Railroads (AAR) [Data Center](#)
 - FHWA [Freight Analysis Framework \(FAF\)](#)
 - FHWA Freight Management and Operations [Data Sources](#)
 - [Regional Integrated Transportation Information System \(RITIS\)](#)
 - The Eastern Transportation Coalition (ETC) [Coalition Goods Flow Tool](#) and [general freight information](#), including the [Transportation Data Marketplace](#) and the [National Freight Fluidity Program](#)
 - Federal Reserve Economic Data ([FRED](#)) Freight Transportation Services Index
 - www.Data.Transportation.gov
 - Coordination expectations
 - Biweekly virtual meetings between WestCOG and Consultant Team
 - Special expertise
 - Understanding of freight logistics
 - Understanding of freight safety
 - Ability to identify, analyze and report upon market and transportation data specific to freight
-

Part 3: Attachments

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A. WestCOG Standard Contract Form

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 Municipalities¹, (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,

¹ 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.

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;

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]

B. Federal Requirements

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-Aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

C. State of Connecticut Requirements

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 Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- v. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

- vi. Women;

- vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the 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 Administrative 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>	<u>Items of Work</u>	<u>Date DBE Declined</u>	<u>Reason for 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 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.

D. Insurance Requirements

Successful firms are required to maintain insurance coverage as required by state and federal law. WestCOG requires 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.

E. Links to Resources Identified in Part II

- [CTDOT Statewide Freight Plan Update](#) (December 2022)
- [CTDOT State Rail Plan](#) (2022-2026)
- [Eastern Pennsylvania Freight Infrastructure Plan](#) (2024)
- [GBVMPO 2026 Freight Profile](#)
- NYMTC Plan 2050 (Regional Transportation Plan) Freight Element
- NYMTC Regional Freight Plan Update (2015-2040)
- NYMTC [Regional Freight Land Use Study](#) (2022)
- NYMTC [Regional Waste Transportation Study](#) (October 2024)
- NYMTC [Clean Freight Corridors Study](#) (2022)
- USDOE Alternative Fuels Data Center – [Federal and State Laws and Incentives](#)
- WestCOG [Hazard Mitigation Plan](#) (2021-2026)
- WestCOG [Regional Freight Profile](#) (2022-2023)