

**CHITTENDEN COUNTY TRANSPORTATION AUTHORITY
dba
GREEN MOUNTAIN TRANSIT**

**15 Industrial Parkway
Burlington, Vermont 05401**

REQUEST FOR PROPOSALS

FOR

DEVELOPMENT AND IMPLEMENTATION OF MOBILE TICKETING SYSTEM

Release Date: June 29, 2016

Questions/Clarifications Due: July 13, 2016

Proposals Due: July 27, 2016 at 2:00 PM

I. PROJECT SUMMARY

Chittenden County Transportation Authority dba Green Mountain Transit (herein referred to as "GMT") is seeking proposals from qualified firms who have proven capabilities to develop, implement, support, operate, and maintain a comprehensive and secured end-to-end Mobile Ticketing system. The goal of this procurement is to fully implement a Mobile Ticketing solution with all necessary equipment and back office support for both the urban and rural service areas. GMT may also use this procurement for any subcontractors, entities to whom service is brokered, and/or any future service areas, assignees, successors or progeny, as well as other public transit funders and/or providers in the State of Vermont.

II. INTRODUCTION

GMT is a public transportation authority chartered in 1973 by the Vermont General Assembly. In July 2011, Chittenden County Transportation Authority (CCTA) and Green Mountain Transit Agency (GMTA) became one entity operating a combined urban and rural transportation system, including fixed route bus service; deviated fixed route; demand responsive services; supermarket and neighborhood shuttles; transportation for Medicaid recipients; contracted ADA paratransit service for eligible individuals; and transportation for eligible residents under the Vermont Elders and Persons with Disabilities (E&D) Transportation Program.

GMT is governed by a 16 member Board of Commissioners with urban representation from eight municipal members including Burlington, Essex, Shelburne, South Burlington, Winooski, Williston, Milton, and Hinesburg, as well as rural representation from Washington, Lamoille, Franklin, and Grand Isle counties. Commissioners are appointed by local select boards and city councils. Agency policy is determined by the GMT Board of Commissioners and implemented by the General Manager.

GMT's urban fixed route serves municipalities in Chittenden County, three commuter 'Links' connect Chittenden County to Montpelier, Middlebury, and St. Albans. GMT's rural fixed route provides transit services to parts of Washington, Lamoille, Orange, Franklin, and Grand Isle counties. GMT also provides paratransit services in both the urban and rural service areas for citizens with disabilities. GMT operates with federal, state, and local revenues and as such is subject to applicable state and federal laws and regulations.

GMT's urban operation employs approximately 74 drivers, full and part time, 20 maintenance employees, and 35 administrative staff. The urban fleet includes approximately 73 vehicles including 64 revenue vehicles, 2 pickup trucks, 1 utility van, and 6 supervisor/driver relief vehicles. GMT also leases approximately 41 revenue vehicles (sedans and van-cut aways) to lessees who insure and operate them for paratransit services. The urban area experienced an average of 210,410 riders per month on fixed route and commuter service during FY16.

GMT's rural operation employs approximately between 36 and 53 drivers (during peak service in winter), 2 maintenance employees and 19 administrative/supervisory staff. GMT operates approximately 59 vehicles of which 1 is a pickup truck, 3 are passenger vehicles, and 55 are revenue vehicles. GMT also leases approximately 7 revenue vehicles to lessees who insure and operate them. The rural area experienced an average of 28,645 riders per month on fixed route, commuter, and seasonal service during FY16.

III. SCOPE OF SERVICES

A. Objectives for the Mobile Ticketing System are as follows:

- Institute a robust and flexible platform to support fare transactions (ticket types, prices, validity and expiration).
- Support existing pass products and single trip payments.
- Support future pass products and programs.
- Implement a progressive and dynamic technology solution that supports Proof-of-Payment (POP).
- Support open architecture and be extensible to support new technologies as they mature in the industry.
- Ensure convenience and ease of use for all customers.
- Make the boarding process easier for bus operators and customers.
- Reduce onboard fare processing time to improve on-time performance.
- Address the issue of fare validation and verification of single and multipass tickets in an effective approach that does not compromise the rider's experience.
- Use centralized server/account-based fare payment processing.
- Provide accurate revenue management and accountability of all fare transactions.
- Provide accurate and timely ridership and revenue data that can support detailed analysis and reporting of transit trends among riders.
- Integrated reporting of fares collected using GFI Genfare Data System 7 and the new Mobile Ticketing system.
- Ensure optimized functionality in a challenging environment for network connectivity onboard the buses.
- Comply with existing payment industry standards including the Payment Card Industry Data Security Standard (PCI DSS).
- Protect customer privacy and transaction security by complying with the security standards of the financial payments industry, ensuring the security and confidentiality of customer information and protecting it against threats or hazards.
- Incorporate safeguards against fraud, including mechanisms such as CAPTCHA and visual security features (e.g. moving patterns, daily codes, colors, etc.)
- Achieve cost efficiencies through the reduction of cash handling, number of forms of fare media, and operating cost.
- Future integration of credit card payments with present Point of Sale (POS) system at GMT locations.

- Project Manager must participate for the entire project from start to finish as proposed, as the Project Manager.
- Reduce the use of cash for fare payment onboard buses to minimize dwell time and to reduce business expenses in handling cash.
- Maximize the reach to customers while minimizing the reliance on retail distribution network.

B. Existing Fare Structure

The GMT fare structure, as of February 2016 includes the following tickets and passes:

Chittenden County Region	
Adult cash fare	\$1.25
Discount cash fare	\$.60
Commuter cash fare	\$2.00
Link cash fare	\$4.00
Adult 10-Ride fare media pass	\$12.00
Discounted 10-Ride fare media pass	\$6.00
Local commuter 10-Ride fare media pass	\$20.00
Link 10-Ride fare media pass	\$40.00
Adult 31-Day fare media pass	\$50.00
Discounted 31-Day fare media pass	\$25.00
Local Commuter 31-Day fare media pass	\$75.00
Link 31-Day fare media pass	\$150.00
Washington County Region	
Adult cash fare	\$1.00
Discount cash fare	\$.50
Commuter cash fare	\$2.00
Link cash fare	\$4.00
Adult 10-Ride fare media pass	\$9.00
Discounted 10-Ride fare media pass	\$4.50
Local commuter 10-Ride fare media pass	\$16.00
Link 10-Ride fare media pass	\$40.00
Adult 31-Day fare media pass	\$33.00
Discounted 31-Day fare media pass	\$15.00
Local Commuter 31-Day fare media pass	\$67.00
Link 31-Day fare media pass	\$150.00
Franklin Grand Isle County Region	
Adult cash fare	\$.50

Discount cash fare	\$.25
Commuter cash fare	\$1.00
Link cash fare	\$4.00
Adult 10-Ride fare media pass	\$4.50
Discounted 10-Ride fare media pass	\$2.25
Local commuter 10-Ride fare media pass	\$8.00
Link 10-Ride fare media pass	\$40.00
Adult 31-Day fare media pass	\$16.50
Discounted 31-Day fare media pass	\$8.25
Local Commuter 31-Day fare media pass	\$33.50
Link 31-Day fare media pass	\$150.00

Currently, transfers are free and provided at any stop. Transfers are currently valid for 60 minutes. We do have an unlimited access program as well which is billed to institutions on a discounted per ride basis.

In the Washington County and Franklin Grand Isle County systems, the fare media is a punch card system and in the Chittenden County region the fare media has a magnetic strip. All fare media is inventoried and pre-numbered.

C. Initial vendor deliverables are as follows and must be completed prior to GMT issuance of Notice to Proceed:

- Existing GMT System Assessment and Discovery Document.
- System Implementation Plan and detailed timeline for system development and Full Deployment.
- System Security Plan.
- Final Design Document.

D. Following Notice to Proceed, vendor deliverables are as follows:

- All system hardware and software, including support and maintenance.
- Documentation and Manual for Users, System Administrators, and Operations and Maintenance staff.
- Training materials and instructor to facilitate training for all users as recommended by the vendor.
- Reporting solution with the ability to build ad-hoc reports.
- Integration with current equipment.
- A steady-state operations and support plan.
- A fully functional back office integrated to GMT's present back office systems.

E. Full Deployment by GMT:

- Pre- requisites for Full Deployment by GMT are:
 - Satisfactory completion of user acceptance testing, as determined by GMT in their sole and absolute discretion; and
 - GMT has budgeted sufficient funds to proceed.
- Full deployment consists of whatever is necessary for software and hardware implementation. . An official NTP (Notice to Proceed) will be required from GMT to proceed with full deployment.

F. Hardware (Optional):

GMT, and any entity eligible to purchase under this procurement, may elect to include, as an option, validation equipment used for the reading and registering of fares purchased using the mobile ticketing system. Per unit pricing of such equipment shall be included as an option.

IV. PROPOSAL CONTENTS

- A.** Provide a brief statement of your firm’s business history and principles.
- B.** A representative, partial listing of current clients (within the last 3 years) with documented transit use of software applications similar to that described in this RFP. At least three (3) client names with contact information should be included as references for GMT to contact.
- C.** The resume of the Project Manager to be assigned to GMT. Please note that GMT prefers that there be a single, primary contact at the firm. In addition, submit information including names and experience of other proposed staff who will be assigned to GMT’s project.
- D.** A description of how the firm and proposed system meets the needs of GMT as expressed in the Scope of Services.
- E.** A detailed price proposal showing fees and cost to GMT for development and use of the proposed Mobile Ticketing System. Additional hardware shall be priced as an option.
- F.** Any exceptions to the Scope of Services by the vendor or any software licensor must be specifically listed in the vendor’s response to this RFP or will be deemed waived. Exceptions must be clearly noted in a special response section titled “Exceptions to Scope of Services”.
- G.** Demonstrate compliance with FTA requirements such as NTD reporting.

- H. Statement of compliance with GMT's General Contract Provisions, including completed versions of GCP attachments A & B.
- I. Statement of compliance with GMT's Special Contract Provisions, including completed versions of SCP attachments 11, 13, 15, and 16.

V. GUIDELINES FOR SUBMITTING PROPOSALS

One (1) Electronic copy and three (3) paper copies of each proposal must be received at GMT by 2:00 p.m. on Wednesday, July 27, 2016. Proposals should be addressed to:

Matt Kimball
Chittenden County Transportation Authority
15 Industrial Parkway
Burlington, VT 05401

Telephone: 802-540-2452 Fax: 802-864-5564
mkimball@cctaride.org

In lieu of submitting three hard copies of the proposal, GMT will accept an emailed copy of the full proposal and all attachments in PDF format if the email is received by Tuesday, July 27, 2016.

The outside of the package should be clearly marked with the words "Development and Implementation of Mobile Ticketing System Proposal" Fax proposals will not be accepted. Proposals must be valid for a minimum of ninety days from the date of submittal.

Questions about this RFP must be submitted in writing - no telephone contact shall be permitted – to Matt Kimball (see contact information above). The use of a facsimile device or an email in place of mailed correspondence is acceptable. GMT will provide written response of clarification requests to all persons and/or firms who have received the specifications for this Request for Proposals.

VI. TERM OF AGREEMENT

This solicitation is for a one-year term with the option to exercise additional one-year maintenance renewal periods and has an estimated start date of August 15, 2016. An award letter will be mailed from GMT to the chosen firm, which, along with this Request for Proposal (including all contract provisions) and the Contractor's proposal, will become the contract. Contracts may not supersede any of the RFP requirements unless the proposing firm makes GMT aware of such in their proposal. The General and Special Contract Provisions are required for regulatory compliance and may not be superseded. There will not be a separate contract document negotiated; rather the contract will consist of this document, the proposal, and all

correspondence germane to this RFP subject to the Order of Precedence clause in the conditions. By submitting a proposal, the proposer agrees that GMT will own and have all rights to any work (both hard copy and electronic formats) GMT pays to have created.

VII. EVALUATION CRITERIA

The following criteria will be used in the evaluation of proposals:

- Firm and Staff Reputation 20 percent
- Experience with Product Use in Transit Applications 40 percent
- Ability to Meet Specifications 30 percent
- Price 10 percent

VIII. SELECTION

GMT reserves the right to waive minor irregularities in proposals, to reject any and all offers, and to re-solicit or cancel this RFP without explanation. Prior to making a decision concerning the proposals, GMT reserves the right to request additional information from any and all firms submitting proposals.

The selection of the contractor shall be based upon the most responsible and responsive proposal in accordance with the evaluation criteria in this Request for Proposals that is most advantageous to GMT.

As part of the selection process, some firms may be, at GMT’s discretion, invited to an oral interview. The interview will be at the exclusive option of GMT.

IX. ATTACHMENTS

- Attachment A – CCTA General Contract Provisions
- Attachment B – CCTA Special Contract Provisions
- Attachment C – First Year Start-Up Cost Form
- Attachment D – Option Year Maintenance Cost Form

CCTA General Contract Provisions

A. Applicability

The following requirements and conditions shall be considered as an essential part of specifications and proposal. This document will serve as part of the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract. References to "CCTA" in this document are implied to include Chittenden County Transportation Authority dba Green Mountain Transit in such references.

B. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act pursuant to 42 USC 6321 and 49 CFR part 18.

C. Federal Changes

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

D. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

E. No Government Obligation to Third Parties

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

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

F. Program Fraud and False or Fraudulent Statements or Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the

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

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

G. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

H. Civil Rights Requirements

The following requirements apply to the underlying contract:

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

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

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

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

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

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

I. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CCTA requests which would cause CCTA to be in violation of the FTA terms and conditions.

J. Nondiscrimination - Title VI of the Civil Rights Act

The Contractor and any subcontractor agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

The Contractor must include the above statement in any subcontract.

K. Interest of Member of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States, shall be admitted to any share or part of this contract, or to any benefit arising therefrom.

L. Conflict of Interest

The officers, employees or agents of the Chittenden County Transportation Authority shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.

M. Prohibited Interests

No employee, officer, board member, or agent of CCTA who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. In addition, no immediate family members or partners of an employee, officer, board member, or agent of CCTA who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Nor shall any organization that employs or is about to employ an employee, officer, board member, or agent of CCTA who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Finally, no organization that employs or is about to employ any immediate family members or partners of an

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employee, officer, board member, or agent of CCTA who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof.

N. Tax Exemption and Tax Issues

CCTA is exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in bid prices. CCTA will provide necessary tax exemption information upon request of Contractor after contract award. Contractor shall pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operations hereunder and take out, pay for, and keep current all licenses, municipal, state, and federal, required for the conduct of its business pursuant to this contract, and further agrees not to permit any of the said taxes excises, or license fees to become delinquent.

O. Lawful Business Conduct

The Contractor shall conduct its business and perform services pursuant to this contract in a lawful manner, and shall fully comply at all times with all federal, state, and local laws in connection with its business operations.

P. Bid Rejection or Cancellation

CCTA reserves the right to waive any minor bid informalities or irregularities which are not crucial to the bid or prejudice against other bidders and/or to reject, for compelling reasons, any and all bids submitted. CCTA may reject all bids or cancel the solicitation before opening if it is deemed by CCTA to be in its best interest to do so.

Q. Non-Collusion

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and no effort has been made to fix the bid price for any bidder or to fix any overhead, profit or cost element of any bid price. An affidavit of Non-Collusion, as per attached format, must be signed and submitted with bid (Attachment A).

R. Notices

All notices required to be given to CCTA hereunder shall be given by Certified Mail, Return Receipt Requested to General Manager, CCTA, 15 Industrial Parkway, Burlington, VT 05401.

The bidders shall identify the person and address to whom notices to the bidder shall be given in connection with the bid.

S. Independent Status of CCTA and Contractor

The Contractor recognizes and acknowledges that neither it nor any of its employees are agents or employees or volunteers of CCTA, and that Contractor is and shall remain an independent Contractor in the performance of all services hereunder. Contractor understands that CCTA will not provide the employees or volunteers of the contractor with any individual fringe benefits, workers compensation or other benefits or services available to the employees of CCTA, nor will CCTA withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. All tax returns required by the Vermont Department of Taxes or the United States Internal Revenue Service must be filed by the contractor and information as to contract income paid under this contract will be provided by CCTA to the Vermont Department of Taxes and the U.S. Internal Revenue Service.

T. Late Bids

Bids received after the exact time set for opening are late bids and will not be considered for award, unless it is determined by CCTA, that there was mishandling on CCTA's part.

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U. Modifications and Withdrawals of Bids

Bids may be withdrawn through written notice (including email, fax, USPS, etc.) received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established as an authorized officer of the company and the person signs a receipt for the bid.

V. Period of Acceptance of Bids

The bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to enter into a contract and/or furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated points(s), within the time specified.

W. Bid Acceptance or Rejection

CCTA may accept any bid or reject any or all bids (even after opening), or to award the contract on such basis as CCTA deems in its best interest.

X. Right Infringement

Contractor agrees to save, keep, and hold harmless, and fully indemnify CCTA and its officers or agents from all damages, cost, or expenses in law or equity, that may at any time be claimed against CCTA for or in connection with any infringement of the patent, trademark, copyright or other rights of any person or persons as a consequence of the use by CCTA, or any of its officers or agents, of any product or service supplied under the contract, arising from bids submitted, and any claim that the bidder did not have all necessary right and authority to sell the products or services to CCTA, provided CCTA gives the Contractor prompt notice in writing of any such claim.

Y. Firm Information for CCTA Bidders List

Fill out attachment B in entirety and return with proposal or bid. In addition, for EACH subcontractor, who may be working for your firm under this contract, copy and fill out sub-contractor information.

Z. References.

If references are mentioned in the RFP or Bid Specification as an evaluation criterion and the proposer/bidder is a past (within 10 years) or current contractor, internal references may, at CCTA's sole discretion, be substituted entirely or in part for external references. This section supersedes all portions of the RFP or Bid which reference this issue.

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Attachment A

Affidavit of Non-Collusion

I hereby swear (or affirm) under penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Date _____

Signature _____

Company Name _____

Title _____

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

Notary Public

My commission expires _____

Proposers E.I Number _____
(number used on employers Quarterly Federal Tax Return)

CCTA General Contract Provisions

Attachment B (page 1 of 3)

Firm Information for CCTA Bidders List

1. Prime Contractor Information

- a. Firm Name _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm's Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project for which Proposal was submitted _____
- e. Is firm a VAOT approved DBE? Yes No

2. Subcontractor Information

Subcontractor 1

- a. Firm Name (Subcontractor 1) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm's Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project for which Proposal was submitted _____
- e. Is firm a VAOT approved DBE? Yes No
- f. If yes, what is the amount of the proposed contract with this DBE firm? \$ _____

Subcontractor 2

- a. Firm Name (Subcontractor 2) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm's Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project for which Proposal was submitted _____
- e. Is firm a VAOT approved DBE? Yes No
- f. If yes, what is the amount of the proposed contract with this DBE firm? \$ _____

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Attachment B (page 2 of 3)

Firm Information for CCTA Bidders List

Subcontractor 3

- a. Firm Name (Subcontractor 3) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm's Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project for which Proposal was submitted _____
- e. Is firm a VAOT approved DBE? Yes No
- f. If yes, what is the amount of the proposed contract with this DBE firm? \$ _____

Subcontractor 4

- a. Firm Name (Subcontractor 4) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm's Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project for which Proposal was submitted _____
- e. Is firm a VAOT approved DBE? Yes No
- f. If yes, what is the amount of the proposed contract with this DBE firm? \$ _____

Subcontractor 5

- a. Firm Name (Subcontractor 5) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm's Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project for which Proposal was submitted _____
- e. Is firm a VAOT approved DBE? Yes No
- f. If yes, what is the amount of the proposed contract with this DBE firm? \$ _____

CCTA General Contract Provisions

Attachment B (page 3 of 3)

Firm Information for CCTA Bidders List

Subcontractor 6

- a. Firm Name (Subcontractor 6) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm's Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project for which Proposal was submitted _____
- e. Is firm a VAOT approved DBE? Yes No
- f. If yes, what is the amount of the proposed contract with this DBE firm? \$ _____

Subcontractor 7

- a. Firm Name (Subcontractor 7) _____
- b. Age of Firm _____
(number of years doing business under current name and or incorporation)
- c. Firm's Annual Gross Receipts (most recent completed/audited year) _____
- d. Name of Project for which Proposal was submitted _____
- e. Is firm a VAOT approved DBE? Yes No
- f. If yes, what is the amount of the proposed contract with this DBE firm? \$ _____

CCTA Internal Use Only

Procurement Officer determine status:

- 1. CCTA/VT UCP DBE (Y/N) _____
- 2. Included on Bidder List (date) _____

CCTA Special Contract Provisions

1. Applicability

The following requirements and conditions shall be considered as an essential part of specifications and proposal. This document will serve as part of the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract. References to "CCTA" in this document are implied to include Chittenden County Transportation Authority dba Green Mountain Transit in such references.

2. [Intentionally Omitted]

3. [Intentionally Omitted]

4. [Intentionally Omitted]

5. [Intentionally Omitted]

6. [Intentionally Omitted]

7. [Intentionally Omitted]

8. [Intentionally Omitted]

9. [Intentionally Omitted]

10. [Intentionally Omitted]

11. [Intentionally Omitted]

12. [Intentionally Omitted]

13. [Intentionally Omitted]

14. Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Attachment 11 must be filled out and returned to CCTA with the bid or proposal.

15. Access to Records and Reports

The following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide CCTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital

CCTA Special Contract Provisions

project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- b. The Contractor shall make available records related to the contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) to CCTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until CCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

16. [Intentionally Omitted]

17. [Intentionally Omitted]

18. [Intentionally Omitted]

19. Default and Termination

1. General Termination Provisions-Transportation Services, Professional Services, Supplies, Other Services, Service, and Transit Services Contracts.

a. Termination for Convenience

CCTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in CCTA's best interest. The Contractor shall be paid its fees or its costs, and profit on work performed up to the time of termination, but no unearned profit or fees on work not yet performed. The Contractor shall promptly submit its termination claim to CCTA to be paid the Contractor. If the Contractor has any property in its possession belonging to CCTA, the Contractor will account for the same, and dispose of it in the manner CCTA directs.

b. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule; or if the contract is for services, the Contractor fails to perform in the manner called for in the contract; or if the Contractor fails to comply with any other provisions of the contract, CCTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract, offset by any damage incurred by virtue of Contractor's default.

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

c. Opportunity to Cure

CCTA Special Contract Provisions

CCTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If CCTA elects to give the Contractor an opportunity to cure and Contractor fails to remedy to CCTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from CCTA setting forth the nature of said breach or default, CCTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CCTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

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

20. Clean Water Requirements

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

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

21. Clean Air and Excluded Facilities

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

The contractor also agrees to comply with the provisions of 40 CFR Part 15 which prohibits the use of facilities included on the EPA list of violating facilities.

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

22. Debarment (Suspension from Gov't Purchases)

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below in Attachment 13.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CCTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to CCTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily

CCTA Special Contract Provisions

excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CCTA for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CCTA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions (subcontracts) and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CCTA may pursue available remedies including suspension and/or debarment.

10. Contractor must complete Attachment 13 and submit it to CCTA with the bid or proposal.

11. Any Subcontractor whose total payments from the prime contractor, may exceed \$25,000 over the course of this contract, shall also complete Attachment 13. The prime contractor shall be responsible for obtaining this documentation and for submitting it with the bid or proposal.

23. Breaches and Dispute Resolution

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

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

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

CCTA Special Contract Provisions

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CCTA and the Contractor arising out of or relating to this agreement or its breach will be decided in Chittenden Superior Court or the United States District Court for the Vermont District.

24. Disadvantaged Business Enterprises

CCTA has an active DBE program required and authorized by the State of Vermont. CCTA attempts to hire contractors and subcontractors that represent the community that CCTA serves. A DBE is described as a small business concern owned and controlled by socially and economically disadvantaged individuals.

No Discrimination

The Contractor 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 CCTA deems appropriate.

The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Contractor receives from CCTA. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CCTA. This clause applies to both DBE and non-DBE subcontractors.

Sanctions/consequences of noncompliance with the prompt payment clause may include:

1. Requiring documentation of all payment to subcontractors for all previous payments from CCTA to the Contractor before any future payments from CCTA to the Contractor are made.
2. Termination of contract for Default
3. Inability of Contractor to bid on any future CCTA contracts.

CCTA will ensure that the prompt payment clause of the contract is enforced by:

1. Requiring Contractors (in sub-contracts in excess of \$10,000) to provide subcontractors with all contract provisions, including the prompt payment provision to ensure that subcontractors are knowledgeable of the prompt payment requirement.
2. Because our contract requires prompt payment by the prime to the sub, the sub is entitled to prompt payment. Because subcontractors will be aware of this right, and it is in their greatest financial interest to assure that this right is respected, we believe it is reasonable to expect that subcontractors not receiving prompt payment will contact CCTA.
3. If CCTA is contacted by a subcontractor regarding possible violation of the prompt payment clause by the Contractor, we will make inquiries to the Contractor. Depending on the response from the Contractor, CCTA may implement the sanctions/consequences listed in the above section.

Legal and Contract Remedies

In the event a Contractor fails to comply with its stated contract goals, and cannot show that a good faith effort has been made to do so, CCTA shall initiate the following actions:

1. If any findings are discovered during the process of fulfilling the contract are deemed to be fraudulent or dishonest conduct in connection with the DBE program, CCTA will notify the Department of Transportation's Inspector General, who in turn under 49 CFR 26 may sanction criminal prosecution, action under suspension and debarment or Program Fraud and Civil Penalties rule provided in 26.109.

CCTA Special Contract Provisions

2. CCTA will also consider similar action under our own legal authorities, including responsibility determination in future contracts. Such actions can include termination for default or prohibition from bidding on future CCTA contracts.

Monitoring and Enforcement Mechanisms

Contractors must maintain records and documents of payments to DBEs for three years following completion of the performance of the contract. These records will be made available for inspection upon request by any authorized representative of CCTA or DOT. This requirement also extends to any certified DBE subcontractor.

DBE Financial Institutions

CCTA encourages the Contractor to use the financial service institutions owned and controlled by socially and financially disadvantaged groups. CCTA maintains a list of such institutions and will provide it to any contractors interested in utilizing them.

The Contractor will include the above statements in this section in all subcontracts over \$10,000.

25. [Intentionally Omitted]

26. Equal Employment Opportunity for Non-Construction Contracts

The contractor agrees to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also agrees to comply with any implementing requirements FTA may issue.

The contractor will also insert this provision in all its sub-contracts.

27. [Intentionally Omitted]

28. [Intentionally Omitted]

29. Subcontracting and Assignability

Contractor shall not assign, sublet, pledge or transfer its rights under this Agreement, in whole or in part, nor delegate or subcontract any of its duties or obligations under this Agreement nor grant any licenses or concessions hereunder, without the prior written approval of CCTA's General Manager. Such approval may be withheld at the sole discretion of CCTA. Contractor shall advise CCTA before entering into any subcontract in relation to this contract and shall not enter into any subcontract to which CCTA has made timely objection. All subcontracts shall be in writing and each subcontractor shall, to the extent of the work or services to be performed by the subcontractor, assume toward the contractor all of the obligations and responsibilities that the contractor, by this contract, assumes toward CCTA. As used in this contract, the term "contractor" shall mean the contractor and any of its subcontractors. Nothing in this contract shall be deemed to establish a contractual relationship between a subcontractor and CCTA.

CCTA Special Contract Provisions

Notwithstanding the foregoing, Contractor may enter into subcontracts with other parties to perform specific tasks or portions of the work required under this contract, but Contractor may not assign or transfer Contractor's obligations to CCTA for the overall management, oversight, and completion of the work required hereunder.

30. [Intentionally Omitted]

31. [Intentionally Omitted]

In all cases, products must be furnished as specified, but where brand names are used, consider the term "approved equal" to follow. The discretion to approve equal substitutions rests solely with CCTA. It is the responsibility of the bidder to furnish sufficient technical detail to support its position that substitutions are equal.

Requests for approved equals, clarification of specifications and protest of specifications must be received by CCTA, in writing, not less than ten (10) days before the scheduled bid opening. Any request for an approved equal or protest of the specifications must be fully supported with all necessary technical data, test results, or other pertinent information. CCTA's replies to requests will be postmarked at least five (5) days prior to the scheduled bid opening. The bidder must demonstrate the equality of his product to CCTA in order that CCTA may determine whether the supplier's product is or is not equal to that specified. Parties dissatisfied with the decision of CCTA may utilize the appeal procedure set forth in CCTA's appeals clause.

32. Additional Contractor's Insurance Requirements

- a. The Contractor shall obtain, maintain, and pay the premiums for insurance policies of the types and in the limits of not less than the following:

- 1) (a) Worker's Compensation and (b) Employer's Liability Insurance, which shall cover all the Contractor's Employees engaged in the performance of the work.

Worker's compensation shall be provided for all employees of the company, including owners, even if under State law owners are exempt from such insurance requirements. However, owners who have received an approved To Exclude Corporate Officers from Workers' Compensation Coverage, Form 29 and who submit it with their proposal to CCTA are exempted from providing the coverage that the form approved. CCTA acknowledges that there are other methods for excluding owners from Workers' compensation, but has elected NOT to accept any other method.

- 2) Comprehensive General Liability Insurance Coverage with limits not less than required by the Umbrella Liability Insurance below and covering at least:

- (a) Operations – Premised Liability
- (b) Independent Contractor's Liability
- (c) Broad Form Contractor's Liability covering the Contractor's obligations
- (d) Personal Injury Liability including claims arising from employees of the Contractor
- (e) Broad Form Property Damage Liability
- (f) Product Liability Insurance (if providing goods or services)
- (h) Products and Completed Operations Insurance (with a provision that coverage shall extend for a period of at least two years from the date of final completion of the work). CCTA shall be a named as additional insured on this extension of coverage.
- (j) Comprehensive General Liability (including bodily injury and death)

- 3) Comprehensive Automobile Insurance including property and liability coverage for all owned, hired, and non-owned vehicles with limits not less than One Million Dollars (\$1,000,000) Combined single limit.

CCTA Special Contract Provisions

4) Policy limits required for each line of coverage listed above in 1, 2 and 3 are \$1,000,000. CCTA will accept underlying line coverage, underlying with excess, or underlying with umbrella so long that the total (including umbrella or excess) for each line coverage totals at least \$1,000,000.

5) Intentionally Omitted

6) Intentionally Omitted

7) Intentionally Omitted

- b. All Such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A:XII, as shown in the current issue of Best's Key Rating Guide, Property-Casualty.
- c. Proof that such insurance coverage exists shall be furnished to CCTA in the form of certificates from the insurance companies before the Contractor commences any portion of the contracted work.

CCTA shall be endorsed as an additional insured under such policies with the exceptions of Contractor's workers compensation policy and professional liability (if applicable).

Such certificates and/or endorsements shall provide that 15 days' notice in writing shall be given to CCTA prior to any change or cancellation of underlying policies due to non-payment of premium, and 45 days notice in writing shall be given to CCTA prior to any change or cancellation of underlying policies due to non-renewal.

- d. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against CCTA and its insurance companies.
- e. The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws, or Regulations during the conduct of the Contractor's performance of this Contract. The Contractor shall indemnify, defend and hold CCTA harmless from any fines, penalties, and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, and the contractor's and/or subcontractor's agents, employees and assigns for their failure to comply with such safety rules and regulations.
- f. CCTA will give to the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend the same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give CCTA immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Contractor shall furnish immediately to CCTA copies of all pertinent papers received by the Contractor.
- g. The Contractor shall require its subcontractors, if any, to obtain an amount of insurance coverage which is deemed adequate by the Contractor.
- h. CCTA reserves the right to inspect, in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to insurance required herein.

33. Award Based on Initial Proposals

Awards to proposers may be made, at CCTA's sole discretion, without discussion of proposals with proposers. Proposals should be submitted initially on the most favorable terms possible, from a price and technical standpoint.

CCTA Special Contract Provisions

34. [Intentionally Omitted]

35. [Intentionally Omitted]

36. [Intentionally Omitted]

37. Liabilities against CCTA

The Contractor agrees to indemnify, defend and hold CCTA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CCTA and the Contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by CCTA which arise out of, or relate to Contractor's performance of the work required under this contract, whether concerning personal injury (or death), damage to property, or any other type of loss or claim, whether these claims or lawsuits are based upon negligence, intentional misconduct, breach of warranty, strict liability in tort, any failure by the contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes, use of copyrighted materials, or any breach by the contractor of any of its other duties, representations, covenants, or the agreements in the contract documents. The Contractor will defend all suits brought upon all such claims and lawsuits and will pay all costs and expenses incidental thereto, but CCTA shall have the right, at its option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder.

38. Order of Precedence – Proposal

In the event of inconsistency between provisions of this solicitation prior to the parties entering into a contract, the inconsistency will be resolved by giving precedence in the following order: 1) the CCTA project completion timeline for performance as set forth in the solicitation (if any); 2) solicitation instructions and technical specifications, if included; 3) CCTA General Contract Provisions, CCTA Special Contract Provisions, and CCTA Additional Special Contract Provisions which are included in the solicitation documents; and 4) in the event of any inconsistencies between the technical specifications and a written request for approval that has been approved by CCTA, the request for approval will have precedence.

39. Order of Precedence – Contract

In the event of inconsistency between various documents that constitute the contract, the inconsistency will be resolved by giving precedence in the following order: 1) any modifications approved by CCTA after the contract was signed; 2) any contract documents CCTA executes to award the contract (such as a purchase order, letter of contract award, or negotiated contract signed by both parties); 3) the Contractor's proposal including any approved equals or modifications approved by CCTA; and 4) the solicitation.

40. Use of "CCTA's Name in Contractor Advertising or Public Relations

The Contractor will not allow the CCTA logo(s) or any CCTA-related copy to be published in the Contractor's advertisements or public relations programs without CCTA's written approval and then only upon submitting such material to CCTA for review. The Contractor will agree that published information on CCTA or its services will be factual and in no way imply that CCTA endorsed the Contractor's firm, service, or product.

41. [Intentionally Omitted]

The bidder shall state in details the warranty provisions offered covering this product. The bidder shall assume all responsibility for the product, whether manufactured by the contractor or purchased from another source. Under no conditions shall bidder delegate this responsibility to other sources.

42. Protest procedures.

CCTA Special Contract Provisions

Any bidder wishing to protest prior to or after the award of a contract must follow CCTA's protest procedures contained below. Deadlines in protest procedures must be adhered to otherwise CCTA will not consider the protest. In addition, the protest must include a statement that that it is a protest, otherwise it will not be considered a protest.

Protest Procedures

Protests concerning CCTA's purchasing policies, the contract requirements, the specifications, the bidding procedures, or the contract award, or any other request for explanation or clarification must be submitted in writing and must include the following information:⁴⁰

- The name and address of the protester.
- The name and telephone number of the protester's contact person having responsibility.
- A complete statement of the grounds of the protest with full documentation of the protester's claim.

a. Pre-award Protests

Pre-award protests must be received by CCTA no less than ten (10) working days before the scheduled bid opening. CCTA will respond to the protest in writing and render its final decision at least five (5) working days prior to bid opening. CCTA will report such protests to the FTA regional office.

b. Post-award Protests

Post-award protests will be received no later than five (5) working days after notification of the award bid. CCTA will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original bid has been awarded by the Board. In such cases, the decision to protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protests. CCTA will report such protests to the FTA regional office.

c. Appeals to FTA

It is the responsibility of CCTA to settle contract issues and disputes. CCTA is committed to using good sound administrative practices and business judgments, as well as professional ethics. Reviews of protests by FTA will be limited to alleged failure by CCTA to have followed proper protests procedures, or its failure to review a complaint or protest. Protesters dissatisfied with CCTA's final decision may appeal to FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.⁴¹

40 - U.S. DOT FTA Circular 4220.1D § 7l

41 - U.S. DOT FTA Circular 4220.1D § 7k and 7l

43. Addenda Acknowledgement

The bidder must submit with the Bid an Addenda Acknowledgement Form acknowledging receipt of all bid addenda issued by CCTA. Acknowledge receipt of addenda on Attachment 15.

44. Terms of Payment

Payment for the specified items shall be net thirty (30) days after acceptance. Bidder should note any discounts for payment before thirty (30) days.

45. Freight

Freight charges to the locations specified by CCTA, or to 15 Industrial Parkway, Burlington, VT, 05401, if not specified, must be included in bid price.

46. Bidders Checklist

CCTA Special Contract Provisions

Bidders must fill out the bidder's checklist in Attachment 16.

47. [Intentionally Omitted]

48. [Intentionally Omitted]

CCTA Special Contract Provisions

Attachment 11

Lobbying Certification

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CCTA Special Contract Provisions

Attachment 13

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-- Covered Transactions

This form shall be completed by the prospective prime contractors AND prospective subcontractors, whose contract amount MAY exceed \$25,000 over the life of the contract.

(1) The prospective lower tier participant (potential contractor or subcontractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant (potential contractor or subcontractor) _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CCTA Special Contract Provisions

Attachment 15

Addenda Acknowledgement Form

Addenda received

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CCTA Special Contract Provisions

Attachment 16

Bidders Checklist

This form must be completed and returned with the submission of bid documents. The bidder must use this checklist to help ensure all required certifications, affidavits, and documentation are provided. If the referenced attachment is not required, the bidder must right "N/A" in the check off space.

Description of Attached Documents

Bidder **CCTA**
Check Off **Check off**

Attachment A: Affidavit of Non-Collusion
Attachment B: Firm Information for CCTA's Bidders List
Attachment 1-10: [Intentionally Omitted]

Attachment 11: Lobbying Certification
Attachment 12: [Intentionally Omitted]
Attachment 13: Debarment, Suspension, and Other Responsibility Matters
Attachment 14: [Intentionally Omitted]
Attachment 15: Addenda Acknowledgement Form
Attachment 16: Bidder's Checklist
Attachment 17 [Intentionally Omitted]

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT C - First Year Start-Up Costs

	Cost Type	Year 1
Mobile Ticketing Application System Base Software - One Time Fee	Lump Sum	
Mobile Ticketing Application System Base Software - Hosting Fee	Monthly	
Mobile Ticketing Application System Base Software - Per Transaction Fee	Per Transaction	
Validation Equipment (Optional)	Per Unit	

Year 1

August 15, 2016 - August 14, 2017

ATTACHMENT D - Option Year Maintenance Cost

	Cost Type	Year 2	Year 3	Year 4	Year 5
Mobile Ticketing Application System Base Software - Ongoing Maintenance & Support - Hosting Fee	Monthly				
Mobile Ticketing Application System Base Software - Ongoing Maintenance & Support - Per Transaction Fee	Per Transaction				

Year 2 August 15, 2017 - August 14, 2018
Year 3 August 15, 2018 - August 14, 2019
Year 4 August 15, 2019 - August 14, 2020
Year 5 August 15, 2020 - August 14, 2021