

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

**15 Industrial Parkway
Burlington, VT 05401**

**REQUEST FOR PROPOSALS
TO PROVIDE
INSURANCE SERVICES**

July 21, 2017

I. INTRODUCTION

The Chittenden County Transportation Authority dba Green Mountain Transit (Herein referred to as “GMT”) is seeking Proposals from qualified insurance brokers duly licensed in the State of Vermont, for insurance services for its transit system and other transit entities that it manages.

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 are 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. GMT’s fiscal year 2018 urban operating budget is approximately \$14,248,000. Drivers are paid hourly in accordance with the Union Contract with Teamsters Local 597. 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-cutaways) to lessees who insure and operate them for paratransit services.

The rural transit services employ between 36 and 53 drivers (during peak service in winter), 2 maintenance employees and 19 administrative/supervisory staff. GMT’s fiscal year 2018 rural operating budget is approximately \$6,298,000. Drivers for GMT are also paid hourly in accordance with the Union Contract with Teamsters Local 597. 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. All GMT vehicles are titled to Chittenden County Transportation Authority.

Prior to hiring, all drivers must complete an employment application and pass background checks that include: a US Department of Transportation physical and drug screening, references and driving records, Vermont Criminal Information Center (Criminal Conviction Records), Agency of Human Services, through the State of Vermont Adult Abuse and Child Protection Registry checks, motor vehicle records check, and for anyone who has lived outside of Vermont in the past 7 years, national

and county criminal records checks. Any driver who provides Medicaid transportation has the same checks performed annually. All Drivers and Maintenance personnel also must pass a pre-employment physical and drug and alcohol test.

GMT urban and rural maintenance departments have excellent ongoing vehicle preventative maintenance programs for buses, vans, and service vehicles which meet or exceed vehicle manufacturer recommendations. Administrative staff may use their personal autos while conducting company business without providing proof of insurance to the company. Clients are not transported unless in a GMT owned vehicle, except for contracted and cab services as described later.

Among the other transportation services offered are Medicaid transportation services to qualified individuals, and paratransit services for citizens with disabilities as well as senior citizens. GMT contracts with SSTA (Special Services Transportation Agency) to provide transportation for people with disabilities and seniors in Chittenden County and with Champlain Islanders Developing Essential Resources (CIDER) to provide paratransit services for Franklin and Grand Isle counties. GMT also operates a volunteer driver program in the rural service area, whereby volunteers transport passengers and are reimbursed for mileage by GMT. In compliance with its contract with the State of Vermont, GMT provides insurance over and above the auto liability the volunteers hold directly. Additional transportation services are provided through local cab companies.

For this procurement, GMT is seeking proposals to retain insurance brokerage services.

II. SCOPE OF SERVICES

GMT seeks a complete range of insurance services, including:

- worker's compensation and employer liability;
- business auto liability;
- property damage;
- property crime;
- commercial general liability;
- directors and officers;
- flood insurance
- boiler and machinery; and
- auto catastrophic insurance.

GMT will retain the right to terminate the contract upon thirty (30) days written notice, without cause.

Selected proposer will be required to evaluate the adequacy of GMT's current insurance limits, discuss suggested changes with GMT, and then obtain at least two quotes on each line of insurance GMT elects to purchase. This process will be repeated annually for each year. Carriers proposed must carry an A.M. Best rating of "A-" or better. Insurers must be admitted carriers in the State of Vermont to provide insurance of the type proposed.

GMT diligently manages its contractors and requires the advice of its insurance broker and or carrier on the amounts/types of insurance various contracts carry. We also require a number of certificates of insurance that must be provided to us in PDF format electronically so we can directly forward to our granting agencies.

GMT does not wish to pay fees in addition to those for brokerage services which are typically included in the commissions the brokers receive from Insurance carriers.

All proposers are welcome to inspect the fleet and premises. Persons interested in an onsite inspection may do so by contacting Cheryl Whitaker, Grants and Procurement Coordinator, at least two days in advance. Insurance proposals provided on the basis of “subject to inspection” shall not be accepted.

III. PROPOSAL CONTENTS

A. Describe the prior experience with urban and rural transportation providers and public sector clients of the proposing agency and the insurance carrier. Please provide a list of at least ten similar clients, handled by your agency including contact names and phone numbers.

B. Describe the claim management strategy of your agency and the insurance provider. What is the average turn around time to complete a claim?

C. Provide a brief statement of the business history of your agency and the insurance provider.

D. Please attach information about staff who would service GMT. Note the primary contact(s) for claims, quoting additional insurance, and insurance advice on contracts into which GMT will enter.

E. Provide an example of an insurance audit for a similar organization and an outline of what the GMT audit would entail.

Questions about this RFP must be submitted in writing - no telephone contact shall be permitted – to Cheryl Whitaker (see contact information below). GMT will provide written response of clarification requests to all persons and/or firms who have received the specifications for this request for proposals.

IV. GUIDELINES FOR SUBMITTING PROPOSALS

One (1) electronic to cwhitaker@ridegmt.com and three (3) hard copies of each person or firm’s proposal must be received at GMT by 2:00 p.m. on **August 31, 2017**. Proposals should be addressed to:

Ms. Cheryl Whitaker
Grants and Procurement Coordinator
Green Mountain Transit
15 Industrial Parkway
Burlington, VT 05401
Telephone: (802) 540-2452

The outside of the package should be clearly marked with the words “Insurance Proposal.”

Fax proposals will not be accepted. Proposers are fully responsible for delivery of proposals. GMT is in no way responsible for delays caused by any delivery service or caused by any other occurrence. Date of receipt will be determined by GMT’s use of a date stamp or printed e-mail. Late proposals will not be considered.

Proposals must be valid for a minimum of sixty days from the date of submittal.

V. TERM OF AGREEMENT

This solicitation is for up to five years from the first date of insurance coverage. An award letter will be mailed from GMT to the chosen firm, which, along with this Request for Proposal, including all addenda and GMT General and Special Contract Provisions, and the Contractor's proposal will become the contract.

VI. EVALUATION CRITERIA

The following criteria will be used in evaluating proposals:

- Overall experience with similar clients 50 percent
- Staff and Firm reputation, including references 50 percent

VII. SELECTION

GMT reserves the right to waive minor irregularities in proposals or 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 person, firm, or firms shall be based upon the most responsible and responsive proposal in accordance with the evaluation criteria for this request for proposals.

If necessary, the selected person, firm, or firms will be invited to an oral interview. The interview will be at the exclusive option of GMT.

VIII. COMMENCEMENT OF SERVICES

The successful firm will be expected to have coverage begin consistent with the Scope of Services on August 1, 2018 for General Liability and for Automobile Liability and on January 1, 2018 for Worker's Compensation and Employer's Liability.

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
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.

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 Green Mountain Transit (Herein referred to as "GMT") 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

GMT 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 GMT, 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 GMT. 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 authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §

GMT General Contract Provisions

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.

GMT General Contract Provisions

(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 GMT requests which would cause GMT 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 Green Mountain Transit 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 GMT 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 GMT 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 GMT 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

GMT General Contract Provisions

employee, officer, board member, or agent of GMT 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

GMT is exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in bid prices. GMT 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

GMT 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. GMT may reject all bids or cancel the solicitation before opening if it is deemed by GMT 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 GMT hereunder shall be given by Certified Mail, Return Receipt Requested to General Manager, GMT, 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 GMT and Contractor

The Contractor recognizes and acknowledges that neither it nor any of its employees are agents or employees or volunteers of GMT, and that Contractor is and shall remain an independent Contractor in the performance of all services hereunder. Contractor understands that GMT 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 GMT, nor will GMT 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 GMT 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 GMT, that there was mishandling on GMT's part.

GMT General Contract Provisions

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

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

X. Right Infringement

Contractor agrees to save, keep, and hold harmless, and fully indemnify GMT and its officers or agents from all damages, cost, or expenses in law or equity, that may at any time be claimed against GMT 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 GMT, 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 GMT, provided GMT gives the Contractor prompt notice in writing of any such claim.

Y. Firm Information for GMT 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 GMT'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.

GMT General Contract Provisions

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)

GMT General Contract Provisions

Attachment B (page 1 of 3)

Firm Information for GMT 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? \$ _____

GMT General Contract Provisions

Attachment B (page 2 of 3)

Firm Information for GMT 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? \$ _____

GMT General Contract Provisions

Attachment B (page 3 of 3)

Firm Information for GMT 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? \$ _____

GMT Internal Use Only

Procurement Officer determine status:

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

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
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.

2. *(Intentionally Omitted)*

3. *(Intentionally Omitted)*

4. *(Intentionally Omitted)*

5. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients (GMT) and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum to GMT, adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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 GMT with the bid or proposal.

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
Special Contract Provisions**

15. Access to Records and Reports

The following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide GMT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 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 GMT, 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 GMT, 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

GMT may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in GMT'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 GMT to be paid the Contractor. If the Contractor has any property in its possession belonging to GMT, the Contractor will account for the same, and dispose of it in the manner GMT 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, GMT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
Special Contract Provisions**

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 GMT 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, GMT, 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

GMT in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 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 GMT elects to give the Contractor an opportunity to cure and Contractor fails to remedy to GMT'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 GMT setting forth the nature of said breach or default, GMT 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 GMT 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 GMT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by GMT shall not limit GMT'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 GMT and understands and agrees that the GMT 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 GMT.

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 GMT and understands and agrees that GMT 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 GMT.

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.

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
Special Contract Provisions**

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, GMT may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to GMT 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 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 GMT 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 GMT.
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 Non procurement 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, GMT may pursue available remedies including suspension and/or debarment.
10. Contractor must complete Attachment 13 and submit it to GMT 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 GMT. 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 GMT. In connection with any such appeal, the Contractor shall be

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
Special Contract Provisions**

afforded an opportunity to be heard and to offer evidence in support of its position. The decision of GMT shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by GMT, 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 or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between GMT 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 – Purchases other than Revenue Vehicles

GMT has an active DBE program required and authorized by the State of Vermont. GMT attempts to hire contractors and subcontractors that represent the community that GMT 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 GMT 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 GMT. 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 GMT. 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 GMT to the Contractor before any future payments from GMT to the Contractor are made.
2. Termination of contract for Default
3. Inability of Contractor to bid on any future GMT contracts.

GMT 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 GMT.
3. If GMT 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, GMT may implement the sanctions/consequences listed in the above section.

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
Special Contract Provisions**

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, GMT 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, GMT 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.
2. GMT 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 GMT 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 GMT or DOT. This requirement also extends to any certified DBE subcontractor.

DBE Financial Institutions

GMT encourages the Contractor to use the financial service institutions owned and controlled by socially and financially disadvantaged groups. GMT 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. Notification of Federal Participation

This contract is funded in part with funding from the United States Department of Transportation Federal Transit Administration (FTA). Fifty percent of the funding of this project is from the FTA.

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
Special Contract Provisions**

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 GMT's General Manager. Such approval may be withheld at the sole discretion of GMT. Contractor shall advise GMT before entering into any subcontract in relation to this contract and shall not enter into any subcontract to which GMT 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 GMT. 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 GMT.

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 GMT for the overall management, oversight, and completion of the work required hereunder.

30 (Intentionally Omitted)

31. (Intentionally Omitted)

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 GMT are exempted from providing the coverage that the form approved. GMT 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

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.

4) Policy limits required for each line of coverage listed above in 1, 2 and 3 are \$1,000,000. GMT 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.

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
Special Contract Provisions**

6) Intentionally omitted.

7) Contractor shall also obtain and maintain other policies of insurance of the types and limits that contractor deems sufficient for its own protection.

- 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 GMT in the form of certificates from the insurance companies before the Contractor commences any portion of the contracted work.

GMT 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 GMT 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 GMT 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 GMT 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 GMT 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. GMT 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 GMT 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 GMT 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. GMT 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 GMT'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.

34. *(Intentionally Omitted)*

35. *(Intentionally Omitted)*

36. *(Intentionally Omitted)*

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
Special Contract Provisions**

37. Liabilities against GMT

The Contractor agrees to indemnify, defend and hold GMT harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of GMT and the Contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by GMT 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 GMT 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 GMT project completion timeline for performance as set forth in the solicitation (if any); 2) solicitation instructions and technical specifications, if included; 3) GMT General Contract Provisions, GMT Special Contract Provisions, and GMT 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 GMT, 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 GMT after the contract was signed; 2) any contract documents GMT 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 GMT; and 4) the solicitation.

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

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

41. *(Intentionally Omitted)*

42. Protest procedures.

Any bidder wishing to protest prior to or after the award of a contract must follow GMT's protest procedures contained below. Deadlines in protest procedures must be adhered to otherwise GMT 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.

Chittenden County Transportation Authority (CCTA) dba Green Mountain Transit (GMT) Special Contract Provisions

Protest Procedures

Protests concerning GMT'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

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

c. Appeals to FTA

It is the responsibility of GMT to settle contract issues and disputes. GMT 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 GMT to have followed proper protests procedures, or its failure to review a complaint or protest. Protesters dissatisfied with GMT'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.

43. Addenda Acknowledgement

The bidder must submit with the Bid an Addenda Acknowledgement Form acknowledging receipt of all bid addenda issued by GMT. 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. *(Intentionally Omitted)*

46. Bidders Checklist

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

47. *(Intentionally Omitted)*

48. *(Intentionally Omitted)*

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
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

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
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

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
Special Contract Provisions**

Attachment 15

Addenda Acknowledgement Form

Addenda received

Addendum No: _____ **Date Received:** _____

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**Chittenden County Transportation Authority (CCTA) dba
Green Mountain Transit (GMT)
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 Check Off	GMT Check off
Attachment 1: <i>(Intentionally Omitted)</i>		
Attachment 1A: <i>(Intentionally Omitted)</i>		
Attachment 2: <i>(Intentionally Omitted)</i>		
Attachment 3: <i>(Intentionally Omitted).</i>		
Attachment 4: <i>(Intentionally Omitted)</i>		
Attachment 5: <i>(Intentionally Omitted)</i>		
Attachment 6: <i>(Intentionally Omitted)</i>		
Attachment 7: <i>(Intentionally Omitted)</i>		
Attachment 8: <i>(Intentionally Omitted)</i>		
Attachment 9: <i>(Intentionally Omitted)</i>		
Attachment 10: <i>(Intentionally Omitted)</i>		
Attachment 11: Lobbying Certification		
Attachment 12: <i>(Intentionally Omitted)</i>		
Attachment 13: Debarment, Suspension, and Other Responsibility Matters		
Attachment 14: <i>(Intentionally Omitted)</i>		
Attachment 15: Addenda Acknowledgement Form		
Attachment 16: Bidder’s Checklist		
Attachment 17: <i>(Intentionally Omitted)</i>		
Affidavit of Non-Collusion		
Firm Information for GMT’s Bidders List		

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date