



Northeastern Connecticut Transit District

125 Putnam Pike (PO Box 759)
Dayville, CT 06241

860-774-3902
nectd.org

Request for Proposals

The Northeastern Connecticut Transit District (District or NECTD) is requesting proposals from qualified firms to furnish to **NECTD Maintenance and Repair Services**, including all labor, parts and materials necessary for the various classifications, types and makes/models of vehicles. for a period of time up to three years. Please note that this would not be an exclusive maintenance contract. A list of existing District vehicles are included in the Request for Proposals as examples only. The number, make/model and composition may change without prior notice. The District's needs are outlined in the following Request for Proposal ("RFP").

All proposals must be submitted by 2:00 P.M., March 17, 2017. Please reference the RFP document(s) for submission requirements.

All proposal responses should be mailed or delivered to:

Northeastern Connecticut Transit NECTD
Attn, John Filchak, Executive Director
125 Putnam Pike
PO Box 759
Dayville, CT 06241

RFP Number 17-2

NECTD is an Equal Opportunity Employer

Public Transportation for EVERYONE

TABLE OF CONTENTS

ARTICLE I - GENERAL INFORMATION AND INSTRUCTIONS FOR PROPOSERS

ARTICLE II - SUBMITTAL INSTRUCTIONS

ARTICLE III - EVALUATION of PROPOSALS

ARTICLE IV - PROPOSAL SCHEDULE

EXHIBIT A - DESCRIPTION of SERVICES and SCOPE OF SERVICES

EXHIBIT B - REQUIREMENTS and/or QUALIFICATIONS of PROPOSERS

EXHIBIT C - SELECTION CRITERIA and SCORING

FORM 1 - PROPOSAL STATEMENT

FORM 2 - PROPOSER QUALIFICATIONS and RELATED SERVICES QUESTIONNAIRE

FORM 3 - COST PROPOSAL

FORM 4 - NON-DISCRIMINATION CERTIFICATION

ATTACHMENT A - FORM of CONTRACT

ARTICLE I - GENERAL INFORMATION and INSTRUCTIONS for Proposers

1. The Northeastern Connecticut Transit District ("NECTD"), will entertain Proposals which are not intended to be nor will be considered as bids, but only as Proposals from interested firms to provide vehicle maintenance services for the District's fleet of buses, as described in more detail in Exhibit A, attached hereto and made a part hereof (referred to herein as "Fleet Maintenance Services").

Those firms responding to this Request for Proposal (RFP) shall demonstrate that they possess those qualifications as described in Exhibit B, attached hereto and made a part hereof. NECTD, at its sole discretion, shall determine which, if any, Proposal is in the best interest of NECTD. Nothing contained in these this RFP is to be construed as creating any right in any Proposer and NECTD may reject any or all of the Proposals received without prejudice.

NECTD will enter into a three (3) year agreement with the selected Proposer. A copy of the form of the agreement (the "Agreement") is included with this RFP as Attachment A.

NECTD, upon a minimum of sixty (60) days' notice prior to expiration of the Agreement, may require that the Agreement be temporarily extended on a month to month basis to the date of commencement of any successor Agreement, unless such temporary extension is deemed not to be in the best interest of NECTD. All other terms and conditions of the Agreement will continue to be applicable during any such temporary extension.

2. The Proposer waives any right it may have to bring any claim, whether as damages or equity, against NECTD, its agents and employees, with respect to any matter arising out of any process associated with the RFP.
3. Proposals are subject to the requirements and policies herein contained, the laws of the United States of America, and the conditions, practices, regulations and laws of the State of Connecticut and the conditions, practices and regulations of NECTD.

The selected Proposer shall be required to comply with all applicable equal opportunity laws and regulations of the State of Connecticut.

4. Proposals must be submitted in writing on the attached Proposal Forms shown as Forms 1 through 4 of this RFP, with any additional information the Proposer may deem necessary to demonstrate to NECTD its financial strength, business reputation, reliability and any other attributes it considers important to the selection.

Please note that the requirements contained herein should be construed as a minimum only. Innovative modifications that may be in NECTD's best interest will be considered during the Proposal evaluation process.

By submitting a Proposal, the Proposer agrees that the company does not appear on the U.S. Department of Transportation list of ineligible contractors for federally assisted projects and, upon request, shall provide certification to that effect.

No Proposal will be accepted from, or an Agreement awarded to any person, firm, or corporation that is in arrears or is in default to NECTD upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to NECTD. Additionally, no Agreement shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contracts or agreement with NECTD.

5. **Proposals shall be mailed or delivered so as to be received no later than 2:00 p.m. local time on March 17, 2017 to:**

Northeastern Connecticut Transit District
125 Putnam Pike
PO Box 759
Dayville, CT 06241

Proposals must be sealed and identified as “NECTD Fleet Maintenance Services RFP Response”. See Article II of this RFP for specific submittal instructions.

Proposers Responses shall be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the Proposal is due. The name and address of the firm shall also appear on the envelope.

Proposals received after that time and date will not be considered.

6. The issuance of this RFP and receipt of the Proposal by NECTD in no way commits NECTD to any contractual agreements. NECTD will not be liable for any expenses incurred by a Proposer in preparing a Proposal. NECTD reserves the right to reject any and all Proposals.
7. NECTD reserves the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in its judgment will be in the best interest of NECTD.
8. NECTD also reserves the right to amend final terms and conditions of the applicable Agreement, when issued, with the selected Proposer, and to reject any or all Proposals without cause or liability and to accept that Proposal which will, in its opinion, best serve the public interest and NECTD.
9. The selected Proposer will be given five (5) business days from the date of receipt of the

Agreement for review and signature. If, by the end of that five (5) business days period, NECTD has not received the executed Agreement along with any initialed and dated amendments to the Agreement that may be required by NECTD, the necessary insurance certificate, and corporate resolution, if needed, from the selected Proposer, NECTD may, at its option, rescind the selection and proceed with selection of another Proposer, if so desired. In such event, the previously selected Proposer shall have no recourse against NECTD.

10. All Proposals in response to this RFP are to be the sole property of NECTD, and subject to the provisions of the Connecticut Freedom of Information Act ("FOIA"). Proposals will not be returned to the submitting Proposer at any time.

The Proposer understands that due regard will be given for protection of propriety or confidential information contained in all Proposals received.

However, Proposers should be aware that all materials associated with the procurement are subject to the terms of FOIA and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for Proposers to merely state generally that the Proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that a Proposer believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with FOIA must accompany the Proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

11. The Proposer agrees that at any time, including but not limited to contract negotiations, when requested by NECTD, additional cost information and contractor financial statement data will be provided.
12. By responding to this RFP, the Proposer implicitly states that the Proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

13. The Point of Contact (POC) for this RFP is:

John Filchak
Executive Director
john.filchak@neccog.org
860-774-1253
860-779-2056 - fax

14. Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. **Information requests are to be made in writing to John Filchak, Executive Director prior to the end of business on March 3, 2017.** A written request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal.

Any questions or comments concerning this RFP must be directed only to the Executive Director in writing. NECTD will attempt to reply, in writing, to any written questions that it receives within four (4) business days of receipt. NECTD does not guarantee that Proposers will receive responses to questions by any particular date. Copies of pertinent questions and related replies will be posted on nectd.org. All verbal communications by any person regarding this RFP are to be considered as not binding.

Any modification to the RFP will be made by Addendum. Any Addendum will be mailed to all persons that have requested this RFP. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.

15. NECTD is the issuing source for this RFP. The successful Proposer will be expected to sign an Agreement with NECTD.
16. The successful Proposer must execute the Agreement in the form attached as Attachment A to this RFP. The terms, conditions and provisions of the Agreement are incorporated into and made a part of this RFP. Each Proposer should be thoroughly familiar with all the terms, conditions and provisions of the Agreement.

ARTICLE II - SUBMITTAL INSTRUCTIONS

1. Five (5) identical copies of the Proposal shall be complete in all respects and typed. Each copy must include the items described in Exhibit B and in addition, these items.
 - a. Cover Letter,
 - b. Proposal Statement, Form 1,
 - c. Proposer Qualifications and Related Services Questionnaire, Form 2,
 - d. Cost Proposal, Form 3,
 - e. Non-Discrimination Certification, Form 4, and
2. COVER LETTER: Introduce the Proposer and provide a narrative description of the Proposal. The Proposal must include information to indicate whether or not the Proposer has ever been declared bankrupt. If applicable, indicate the date, court jurisdiction, amount of liabilities and amount of assets.
3. Proposal FORMS: Complete the Proposal Forms, Forms 1 through 4, of this RFP. Include on the forms the legal name of the Proposer and its principal place of business.

On Form 3, dollar values shall be clearly listed in U.S. currency and dollar values shall be stated both in words and numerical figures. Costs entered on all forms shall include labor, overhead, profit and any and all other associated expenses unless indicated herein.

It shall be a requirement of the Contract that the Contractor shall separately bill NECTD for any parts or materials used in the performance of the Services described in this RFP. Such parts or materials shall be separately billed at the Contractor's actual cost, without markup.

Proposers may include in their proposals a schedule of rates for different types of work or personnel performing work included within the scope of services for Services that are required under the Contract. Such schedule must be clear as to what service is included in each rate. NECTD expects that such rates will be hourly rates, but Proposers may include other types of rates that would be more appropriate for the applicable service.

The services requested in this RFP covers all personnel, equipment and services required to complete the services described in this RFP, and shall also incorporate any other labor, overhead, taxes and profit of the Proposer, and the Proposal Price shall be "all-inclusive," except for parts and materials, as described above. NECTD shall be responsible for no other charges other than the

prices set forth on Form 3, except for parts and materials, as described above

Proposals shall be signed by the person, or persons, legally authorized to bind the Proposer to a contract.

No charge will be allowed for federal, state, or municipal sales and excise taxes since NECTD is exempt from such taxes. Exemption certificates, if required, will be furnished.

All Proposal documents requiring an authorized signature must be uniformly signed by the same authorized person (i.e., spelling of name along with title and date) where applicable.

4. COST Proposal: Complete and submit the attached Form 3 by entering, in the appropriate spaces, the rates proposed. If there is a discrepancy between the two stated amounts, only the written amount in words shall be considered. The cost Proposal remains valid for ninety (90) days after the date of submission.

5. CONTRACT CERTIFICATIONS. Non-discrimination certifications must be included with the Proposal. The instructions and forms are also available at the State of Connecticut, Office of Policy and Management Internet site at:

www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

ARTICLE III - EVALUATION of Proposals

1. General: This RFP invites qualified firms to respond to the scope of services described in Exhibit A. In preparing the response, Proposers are reminded to adhere to the instructions stated herein.

NECTD will be evaluating each response in its totality with all elements contributing to the overall value of each response. Each response will be assessed by NECTD in relation to the standards and criteria stated herein, and to other competitive responses and NECTD reiterates its sole right to make its determination without condition based on factors it believes are deemed appropriate to award an Agreement.

2. Criteria: Each Proposal will be screened and evaluated as described in Exhibit C, attached hereto and made a part hereof. In addition, NECTD reserves the right to invite any or all responsive Proposers for an interview. The evaluation of the written Proposal and the interview process will be used to select the successful Proposal.

ARTICLE IV - Proposal SCHEDULE

NECTD expects to adhere to, but reserves the right to modify, the following schedule:

RFP SCHEDULE	
Advertise RFP:	February 6, 2017
Written questions received through:	March 3, 2017
Respond to questions by:	March 10, 2017
Submittal deadline	March 17, 2017
Interviews (if applicable)	March 20, 21, 2017
Evaluation of Proposals on or about:	March 23, 2017
Proposer selection on or about:	March 24, 2017
Agreement negotiation completed between Parties by:	April 14, 2017
Execution of Agreement by the Contractor by:	May 1, 2017
Award Announcement:	May 4/5, 2017
Execution of the Agreement by NECTD:	May 26, 2017
Agreement Starting Date:	July 1, 2017 or earlier if agreed

Proposal FORMS (QUESTIONNAIRES)

As listed in Article I - GENERAL INFORMATION AND INSTRUCTIONS FOR Proposers and explained in Article II - SUBMITTAL INSTRUCTIONS, all Proposal Forms must be submitted with the Proposal.

EXHIBIT A
**Description of Services and
Scope of Services**

GENERAL PROVISIONS

The contractor must be able to perform general, preventative maintenance, common and emergency repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The District's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

The Contractor must have the ability to provide required preventative maintenance and repair service listed in Section E (below) for the fleet listed below, which vehicles may change without prior notice. Any exception including subcontracting must be noted in the response.

The Contractor must have staff that will be able to drive the vehicles from the NECTD lot to the Contractor's location and back. This staff must have the appropriate licenses and related endorsements to drive NECTD's vehicles.

A. Preventative Maintenance

The District's vehicles are driven daily for approximately one-hundred (100) miles each and make frequent start/stop. Currently, the District employee the manufacturer's recommended maintenance schedule for its vehicles. The average annual usage is normally around 12,500 miles (per vehicle) or the District's vehicles.

The District's vehicles are:

Year	Bus #	Type	Size	Seating Capacity
2010	23	Ford Startrans Senator	20'	10/2
2010	24	Ford Startrans Senator	25'	20/2
2010	25	Ford Startrans Senator	25'	20/2
2010	26	Ford Startrans Senator	25'	20/2
2010	27	Ford Startrans Senator	25'	20/2
2008	18	Ford Supreme	20'	12/2
2008	19	Ford Supreme	27'	20/2
2008	20	Ford Supreme	20'	12/2
2008	21	Ford Supreme	25'	16/2

2008	22	Ford Supreme	25'	16/2
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B. Repairs and Maintenance

Provide service/repairs to all common mechanical and electrical systems as needed.

C. Transport of Vehicles for Service

For vehicles not drivable, additional towing charge may be billed to NECTD upon approval of authorized District staff.

D. Conditions on Required Services

Not more than twenty-four (24)-hour turn-around on common repairs (including brakes, etc.) and routine maintenance. When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.

Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.

E. Repair Order Content and Procedure

The Contractor shall provide repair orders for all services provided containing the following information:

1. Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by the District staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to District upon completion, and a billing copy shall be sent to the District with the monthly statement.
2. Actual work/cost above written estimate requires District approval prior to work start.
3. Authorization of work by designated District Executive Director or designee is required for all repair orders.
4. Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
 - a. Date work performed
 - b. Vehicle and/or license #, make/model
 - c. Vehicle mileage at time of service/repair
 - d. Date in / date out / time completed
 - e. Detail type of service, hours, material used, and cost associated with each.

- f. Subcontracted repair orders containing same information shall be attached to contractor repair order.

- 5. The Contractor shall guarantee and warrant in the contract that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of the contract for a period of 120 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at its own expense within one (1) working day after notification by the District.

- 6. Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the District shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

F. Hours of Operation

The District operates on a time sensitive basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

MAINTENANCE SCHEDULE

Type of Service	Service A	Service B	Service C	Service D	Service E
	4 months 4,000 miles	8 Month 8,000 miles	12 Month 12,000 miles	24 Month 30,000	48 Month 60,000 miles
Change Engine Oil	X	X	X	X	X
Change Engine Oil Filter	X	X	X	X	X
Check Air Filter Condition	X	X	X	X	X
Check and Adjust Drive Belts	X	X	X	X	X
Check Battery Electrolyte Level, Add Water As Needed; Clean and Tighten Terminals	X	X	X	X	X
Check Brake Fluid Level	X	X	X	X	X
Check Brake Pads, Shoes, Hoses	X	X	X	X	X
Check Breather Condition	X	X	X	X	X
Check Drive Tran Fluid Levels (Transmission, Transfer Case, Differential)	X	X	X	X	X
Check Engine Compartment Fluid Levels, Add As Needed	X	X	X	X	X
Check Engine Cooling System, Hoses And Clamps	X	X	X	X	X
Check Exhaust System	X	X	X	X	X

MAINTENANCE SCHEDULE

Type of Service	Service A	Service B	Service C	Service D	Service E
	4 months 4,000 miles	8 Month 8,000 miles	12 Month 12,000 miles	24 Month 30,000	48 Month 60,000 miles
Check Front And Rear Shocks For Wear and/or Leakage	X	X	X	X	X
Check Exterior & Interior Lights And Other Electrical Items for Correct Operation	X	X	X	X	X
Check Power Steering Fluid Level	X	X	X	X	X
Check Tire Pressure And Condition	X	X	X	X	X
Check Windshield Wiper operation, Blades condition, Washer Solvent Level, Fill as Needed	X	X	X	X	X
Lubricate Chassis/CV boots	X	X	X	X	X
Lubricate Steering Linkage	X	X	X	X	X
Check Front Brake Pads, Rotors And Calipers		X	X	X	X
Check Rear Brake Shoes, Drums And Wheel Cylinders		X	X	X	X
Rotate Tires (4 Way - Front To Rear)	X	X	X	X	X
Air Filter - Replace			X	X	X
Check Headlight Alignment			X	X	X
Check Parking Brake Operation	X	X	X	X	X
Lubricate Door Latches, Locks And Hinges	X	X	X	X	X
Fuel Filter - Replace			X	X	X
Transmission - Change Fluid, Filter, Gasket			X	X	X
Check Air Condition System, Freon Level And Compressor Operation where Applicable					X

OPERATING PROCEDURES for VEHICLE MAINTENANCE SERVICES

A. General

This section sets forth the operating policy and procedures for servicing District vehicles and equipment. It discusses maintenance scheduling procedures, loaner procedures and invoicing requirements.

Contracted maintenance facilities are expected to provide prompt, courteous and competent service to NECTD drivers. Garage staff must be knowledgeable about service procedures, and initiate the service transaction within 15 minutes of their arrival and/or service call is placed. It is important that the service desk is staffed adequately to provide efficient customer service in a timely manner. To assist the Contractor with the maintenance program, the District will provide:

1. Listing of covered vehicles by work order number, updated as necessary.
2. Repair orders and billing invoices must refer to the vehicles by their work order number.
3. District preventative maintenance schedule
4. Designated staff contacts.

B. Safety Check

The Contractor shall perform a safety check in conjunction with all maintenance requirements listed within this Request for Proposal. These safety checks shall be performed every time a vehicle is brought in for service:

1. Tires - Visually check condition.
2. Lights - Check directional signaling devices and emergency light systems for proper operation.
3. Seat belt - Check operation of seat belts
4. Windshield Wipers and Washers - Check condition of wiper arms and blades. Check aim and flow of washer spray. Fill washer reservoir with washer solvent.
5. Fluid Levels - Check and replenish fluid levels in transmission, differential, steering sector or power steering pump, and master cylinder. Inspect all units for leakage and clogging.
6. Battery - Check condition of heat-shield, hold-down clamps and cable ends, top off electrolyte level, and clean top and terminals as necessary.
7. Heater-Defroster-Air Conditioner System and Wiper Controls - Check switches, valves, and ducting doors for proper operation.
8. Exhaust System - Visually inspect complete exhaust system including catalytic converter and heat-shielding. Check for broken, damaged, missing, or poorly positioned parts. Inspect for open seams, holes, or any condition which could allow exhaust fumes to enter the vehicle.
9. Steering and Suspension Components - Conduct a "look and "shake" inspection.

10. Frame/Sub-Frame and Cross Member - Visually check for "drive-over" and/or vehicular damage and fatiguing.
11. Drive Shaft U-Joints / CV Joints - Conduct a "look" and "shake" inspection for seal leakage and joint failure.
12. Critical Components - Check condition of all under-hood heat-shields, and the routing of all hoses and wiring to ensure maximum protection from radiated exhaust heat. Inspect all coolant hoses, fuel line hoses, power steering hoses, engine accessory drive belts, and other under-hood plastic or rubber components.
13. Brakes - Inspect all brake line hoses and master cylinder for signs of leaks or damage. Inspect front brake pads, rear brake linings, wheels cylinders, and parking brake cables and linkage. Report estimate of remaining life of pads and shoes.
14. Starter/Charging System - Electronically check starter motor cranking speed and current draw. Check alternator charging rate.
15. Cooling System - Visually inspect entire system for leaks, damage or others signs of needed repair.

C. Scheduling of Maintenance and Service Procedures

1. NECTD has designated the NECTD Dispatchers as the NECTD Service Representative (SR). Although the garage will have contact with other District operations staff, the SR is the Contractor's primary contact with the District.
2. The contracted garage shall identify a single individual by name to serve as the responsible contact for daily communication with the District regarding vehicle scheduling and vehicle status update(s).
3. The SR will contact the designated garage representative between 8:30 a.m. and 4:30 p.m., weekdays to determine the status of vehicles and/or equipment being serviced. The garage contact should provide accurate and timely information to the SR on vehicle status including but not limited to:
 - a. What vehicles/equipment is ready by vehicle number.
 - b. What vehicles/equipment is being serviced/require repair.
 - c. Estimated completion of vehicles/equipment under repair.
 - d. Description of repairs and costs.
4. For other services, NECTD may deliver the vehicle to the Contractor's facility, and provide a description of problem of the vehicle.
 - a. Contractor to shuttle NECTD driver back to work within 30 minutes.
 - b. Contractor to contact SR for estimates and obtain authorization to proceed. For services estimated over \$500, Contractor must obtain SR written approval via fax or e-mail.

5. After the service is completed:
 - a. Complete Vehicle Service Order ready for SR or designee to sign.
 - b. Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventative maintenance.
 - c. Contact SR to provide time that vehicle is ready for transporting back to the original location. If the SR is not available, leave a voicemail message.
 - d. The Contractor shall deliver the vehicle back to NECTD unless other delivery plans are made and approved by the SR.
 - e. SR or designee will check work performed, sign off Service Order, and accept the keys from Contractor representative.
6. When repairs cannot be accomplished at your facility or a subcontractor facility identified in the proposal, you must contact the SR for instructions. No repairs shall be made by non-authorized facilities without notification of the SR.
7. The District asks that the Contractor report to the SR any vehicle brought in for service or specific concern with problems caused by driver misuse.
8. The Contractor will be responsible for any and all loss and damage to all District vehicles under its custody and/or control.
9. The District may, at its sole option, purchase tires from Contractor at the State of Connecticut Contract pricing or better.

D. Preventive Maintenance

The District will provide a listing of vehicles due for preventive maintenance service at the beginning of each month. Vehicles will be listed by work order number, the type of preventative maintenance the vehicle is to receive, and the week the vehicle is due for service. District SR or designee will notify Contractor for specific dates vehicle will be ready for service.

The preventative maintenance services will be in accordance with the preventative maintenance schedule, as indicated earlier. Additionally:

1. If projected brake pad/shoe life is less than 1500 miles, replace brake pads/shoes.
2. Tires will be checked and depth of tread will be indicated on work order. District will be responsible of tire replacement.
3. Turn-around time of 24 hours for routine preventive maintenance is expected.

4. When a prior appointment has been made for routing maintenance, the turn around time should be four (4) hours.

E. Non-Preventative Maintenance Service and Emergencies

1. Non-routine maintenance, other than emergencies, will be handled by appointment through the SR or designee. If a driver stops at the Contractor's facility Monday through Friday between 8:30 a.m. and 4:30 p.m. requesting service without prior notification to you from the District, call the SR/designee for instructions.
2. After Contractor hours, if a vehicle has a breakdown or is involved in an accident and must be towed, the driver has been instructed to have the vehicle towed to your facility. The operator will then provide their own transportation. You may, therefore, encounter a disabled vehicle that has been towed to your facility during non-working hours. In such a situation, notify the SR for instructions.
3. There may be times when the SR calls early in the day with a specific set of instructions, and later in the day changes them; or, another staff member will call to change them if the SR is not available. The last set of instructions will prevail.
4. Turn-around time of 24 hours for non-preventative maintenance service is expected unless otherwise approved by SR.

EXHIBIT B
**REQUIREMENTS and/or QUALIFICATIONS of
Proposers for Proposal**

NECCOG requires, at a minimum, that Proposers meet the following criteria:

1. At least four (4) years background and experience providing Vehicle Maintenance Services. Proposers should include in their proposals certification that the Proposer has been in the business of providing vehicle maintenance services for not less than four (4) consecutive years prior to the date of the proposal.
2. Proposer must demonstrate its ability to appropriately staff and satisfactorily perform services described in this Request for Proposals. Provide a current resume for each anticipated member of the Proposer's key personnel/team members who would be assigned to this project, identifying certifications/licenses held. NECTD is most interested in the individual who will be assigned to be the key interface with NECTD personnel. Include a list of professional registrations, certifications (ASE) and affiliations. A current list of all Contractor staff that will be driving NECTD vehicles and their licences.
3. Location within a reasonable radius of NECTD's location. The proposer should include a list of location(s), distance from Dayville and how work in Dayville, Connecticut and how services would be coordinated and accomplished.
4. Performance of similar services for other entities. Proposers should include examples of similar size/type of projects in similar settings.

EXHIBIT C

SELECTION CRITERIA and Scoring

NECTD will review all proposals and select a Proposer it considers qualified to undertake the services sought. The award decision is not based solely on price; factors other than cost will be reviewed and evaluated. All proposals will be evaluated for completeness and evaluation of listed criteria. Proposals must include the requested information and documents outlined in this RFP in order to have criteria evaluated:

- Experience as a Vehicle Maintenance Service Provider - 15 percent
- Experience with Transit or similar type organizations - 20 percent
- Personnel Experience/Expertise - 40 percent
- Location - 25 percent

An Evaluation Committee comprised of NECTD staff will independently review and score each proposal in accordance with the above criteria. During the evaluation period, NECTD reserves the right to interview some or all the proposing firms.

FORM 1
PROPOSAL STATEMENT

Name of Proposer:

TO: Northeastern Connecticut Transit District

Pursuant to, and in compliance with, your Request for Proposals, we hereby propose to provide NECTD with Fleet Maintenance Services. This Proposal is a firm offer.

We understand that NECTD, at its sole discretion, shall have the right to rescind its selection and cancel all further negotiations prior to NECTD's execution of the Agreement.

We further understand that the selected Proposer, having approved the final draft of the Agreement, shall execute the Agreement in a proper manner and return the signed copies within five (5) working days of said approval. If the copies are not executed and returned in accordance with the foregoing, NECTD, at its option may rescind its selection.

In either event, NECTD's decision shall be final, and it may proceed to select another Proposer, if it desires, and the previously selected Proposer will have no claim or recourse against NECTD.

All items required in Article II and Exhibit B of the RFP are attached hereto. In addition, we further understand and agree as follows:

1. That we have the capability to successfully undertake and complete the responsibilities and obligations as a successful Proposer.
2. We certify that to the best of our knowledge and belief that, we or any person associated with us in the capacity of owner, partner, director, officer, principal, project director, manager or any other position involving the Fleet Maintenance Services being provided to NECTD:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against us 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 government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B above;
 - D. Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
3. We certify that the information contained in the Proposal package and all supplemental information submitted by us is, to the best of our knowledge, true and is made in good faith. We understand that if we knowingly make any misstatement of fact, we are subject to revocation of all privileges and to such other penalties as may be prescribed by law.
 4. NECTD has the right to conduct any inquiry or investigation he deems reasonably appropriate to substantiate or supplement information contained in this Proposal.
 5. NECTD reserves the right to negotiate final terms and conditions or modification of Proposals, with any or all of the Proposers, and to reject any or all Proposals without cause or liability, and to accept that Proposal which, in its opinion, will best serve the public interest.
 6. The Proposer shall execute a Contract, if offered, within five (5) calendar days after it is offered and to deliver all required insurance certificates at the time the Agreement is executed, and to start work on the date shown as the "Agreement Starting Date" in Article IV of the RFP, after receipt of a notice to proceed or execution of the Agreement by NECTD.
 7. The Proposer agrees that at any time, including but not limited to contract negotiations, when requested by NECTD, additional cost information and contractor financial statement data will be provided.
 8. The Proposer understands that it shall not lobby any NECTD, State or federal official, employee, staff or agent on any matter regarding this RFP.
 9. The Proposer hereby declares that its Proposal is made without any connection with any other person or person making any proposal for the same services and goods, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by NECTD is directly or indirectly interested in the proposal or in the services and goods to which it relates, or in any portion of the profits therefrom.
 10. The Proposer shall furnish all services in accordance with this Request for Proposal for the rates as

provided on Form 3 Cost Proposal.

Name of Proposer	Date
Authorized Signature*	Title
Address	
Address	
City, State, Zip Code	

*Attach corporate resolution or power of attorney, if appropriate.

FORM 2

Proposer QUALIFICATIONS AND RELATED SERVICES QUESTIONNAIRE

PROPOSAL FOR NECTD FLEET MAINTENANCE SERVICES

FORM 2A

PURPOSE: This form is used to provide information relating to the legal description and general qualifications of the Proposer.

1. Name of Proposer exactly as it appears on the Proposal and as it will appear on the Agreement:

2. Address of Proposer and contact person for purposes of notice or other communication relating to the Proposal:

Tel: (_____) _____ Fax: (_____) _____

3. How many years has this organization been in business under its present business name?

4. How many years has this organization been in business as a company providing vehicle maintenance services

FORM 2B

1. This firm is a:

_____ Corporation

_____ Partnership

_____ Sole Proprietorship

_____ Joint Venture

_____ Other, identify: _____

2. If the organization is a corporation indicate the following:

A. Date of incorporation: _____

B. State of incorporation: _____

Authorized Signature and Title: _____

3. If the organization is an individual or a partnership, answer the following:

A. Date of organization: _____

Authorized Signature and Title: _____

5. Indicate applicable category or trade and indicate Connecticut registration or license numbers, if applicable. Please attach additional pages as needed:

9. Dated at _____

This _____ Day of _____, _____

Title:

Name of Proposer: _____

Authorized Signature*: _____

*Attach corporate resolution or power of attorney, if appropriate.

FORM 3

Cost Proposal
Proposal for NECTD Fleet Maintenance Services

[WILL BE SCHEDULE 1 TO THE CONTRACT IF THE PROPOSER IS SELECTED TO BE THE CONTRACTOR]

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the Fleet Maintenance Services, hereby proposes and agrees to fully perform the Fleet Maintenance Services within the time stated and in strict accordance with the Proposal Documents and the "Contract for Services," including furnishing any and all labor and materials, and to do all of the Fleet Maintenance Services required to complete said Fleet Maintenance Services in accordance with the Proposal Documents and the "Contract for Services," as follows. If necessary, please attach any additional worksheets or other documentation to detail any proposal rates.

Proposers may include in their proposals a schedule of rates for different types of work or personnel performing work included within the scope of services for Services that are required under the Contract. Such schedule must be clear as to what service is included in each rate. NECTD expects that such rates will be hourly rates, but Proposers may include other types of rates that would be more appropriate for the applicable service. *If the rate proposed is other than an hourly rate, Proposers should clearly indicate what the rate covers (for example, per day, per service, etc.)

The Proposer proposes to perform the Services as the following rates:

From on or about July 1, 2017 to June 30, 2018:

<u>Type of Service</u>	<u>Rate in Numbers (per hour*)</u>	<u>Rate in Words (per hour*)</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

July 1, 2018 - June 30, 2019

<u>Type of Service</u>	<u>Rate in Numbers (per hour*)</u>	<u>Rate in Words (per hour*)</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

July 1, 2019 - June 30, 2020

<u>Type of Service</u>	<u>Rate in Numbers (per hour*)</u>	<u>Rate in Words (per hour*)</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

*if rate is other than an hourly rate, Proposers should clearly indicate what the rate covers (for example, per day, per Services, etc.)

The Proposer agrees that all parts and materials provided to NECTD under the Contract shall be billed at the Contractor's actual cost, without mark-up.

The above cost Proposal remains valid for one hundred fifty (150) days after the date of submission. The Proposer shall furnish all services and provide all goods for the period of on or about July 1, 2017 to June 30, 2020, in accordance with this Request for Proposals.

Name of Proposer Date

Authorized Signature* Title

Address

City, State, Zip Code

*Attach corporate resolution or power of attorney, if appropriate.

REQUIRED FOR ALL CONTRACT TYPES

Nondiscrimination Certification

Effective Date: January 13, 2016

Nondiscrimination Certification Forms		
Form A - Representation by Individual		
Form B - Representation by Entity		
Form C - Affidavit by Entity		
Form D - New Resolution by Entity		
Form E - Prior Resolution by Entity		

DESCRIPTION:

The nondiscrimination certification forms have been approved to assist executive branch agencies in complying with the State's contracting requirements under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

By law, a contractor must provide an awarding State agency with *written representation* or *documentation* that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of any contract with the State. If after the initial submission there is any change in such representation, the contractor shall provide the updated representation to the State or such political subdivision not later than thirty (30) days after such change or upon the execution of a new contract with the state or political subdivision of the state whichever is earlier. Such contractor shall also certify no later than fourteen (14) days after the twelve (12) month anniversary of the most recently filed non-discrimination certification that the representation on file is current and accurate.

A nondiscrimination certification is generally required for all State contracts – regardless of type, term, cost, or value. **See list of exempt entities (below).**

FORMS:

There are five different certification forms, one of which must be submitted in writing or electronically. Form A is ***always*** used for contracts with an individual who is not an entity, regardless of the contract value. Form B is ***always*** used for contracts with an entity when the contract value is less than \$50,000. Form C is ***recommended*** for contracts valued at \$50,000 or more with an entity. If Form C is not used, either Form D or E ***must*** be used; both ***require*** a resolution (new or prior).

<i>For Use By:</i>	Value	Value
	Less Than \$50,000	\$50,000 or More
<i>Individual</i>	Form A <i>Representation</i>	Form C <i>Affidavit</i>
<i>Entity</i>	Form B <i>Representation</i>	Form D <i>New Resolution</i> Form E <i>Prior Resolution</i>

Definitions

individual: a person who is not an entity

entity: corporation, limited liability company, or partnership

EXPLANATION OF FORMS:

Form A. Representation: For use by an *individual* when entering into any contract, regardless of contract value.

Form B. Representation: For use by an *entity* when entering into any contract valued at less than \$50,000 for any year of the contract.

Form C. Affidavit: (Recommended for contracts at or above \$50,000) For use by an *entity* when entering into any contract valued at \$50,000 or more for any year of the contract and the entity certifies through an *affidavit* that a complying nondiscrimination policy is currently in place.

Form D. New Resolution: For use by a *entity* when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a *new resolution* of the board of directors, shareholders, managers, members, or other governing body.

Form E. Prior Resolution: For use by a *entity* when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a *prior resolution* of the board of directors, shareholders, managers, members, or other governing body.

EXEMPTIONS:

Pursuant to June Special Session, Public Act No. 15-5, Sections 63 and 64, the entities listed below are exempt and, therefore, not required to submit a nondiscrimination certification form when entering into a contract with the State:

1. political subdivisions of the State of Connecticut, including, but not limited to municipalities;
2. quasi-public agencies, as defined in C.G.S. § 1-120, unless the quasi-public agency is a party to contract for a quasi-public agency project with a value greater than \$50,000;
3. other states of the United States, including, but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267;
4. the federal government;
5. foreign governments; and
6. an agency of a subdivision, state or government listed in items 1-5.

For Further Information, please direct any questions about the nondiscrimination certification forms to the Commission on Human Rights and Opportunities:

Tel. 860/ 541-3400

Connecticut Toll Free Tel. 1-800/ 477-5737



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation by Individual
For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____ of _____
(Signatory) (Business Address)

represent that I will comply with the nondiscrimination agreements and warranties of the Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Signatory) (Date)

(Printed Name)



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Entity

For Contracts Valued at Less than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, valued at less than \$50,000 for each year of contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF ENTITY:

I, _____, of _____,
(Authorized Signatory) (Title) (Name of Entity)

an entity duly formed and existing under the laws of _____
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Authorized Signatory) (Date)

(Printed Name)



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20____, by the governing body of _____
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this _____ day of _____, 20____.

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____,
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency

ATTACHMENT A
Form of Contract
CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES("Contract") is made this ____ day of _____, 2017, by and between the NORTHEASTERN CONNECTICUT TRANSIT DISTRICT, hereinafter called the "NECTD," and _____, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, NECTD wishes to obtain the following services: **Vehicle Maintenance Services**, as described in more detail in Exhibit A, attached hereto and made a part hereof (the "Services") and

WHEREAS, NECTD accepted proposals for the provision of the Services and awarded the Contract to Contractor on _____; and

WHEREAS, the Contractor is ready, willing and able to provide the required Services sought by NECTD and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, NECTD and the Contractor mutually agree as follows:

I. TERM

- A. The term of this Contract shall be for a period of _____ (__) years beginning on _____, and terminating on _____ (the "Term"), unless earlier terminated or extended in accordance with the provisions herein.
- B. This Contract may be modified and extended as necessary to provide continuous Services. If the Contract is to be modified, NECTD and the Contractor shall execute a written amendment to this Contract.
- C. NECTD reserves the right to continue this Contract in full force and effect for a maximum period of six (6) months beyond the termination date. More than one (1) time extension may be made as long as the maximum period is not exceeded.

II. SCOPE OF WORK

- A. The Contractor agrees that it will perform the Services described on Exhibit A.
- B. The Contractor shall furnish Services including personnel, supervision, equipment, and other services required to fully complete the Services.

- C. The Contractor shall provide a contact person who will handle the day-to-day administration of the Services to NECTD.
- D. The Contractor shall guarantee and warrant that all material furnished and all services performed under THIS contract will be free from defects in material and workmanship and will conform to the requirements of the contract for a period of 120 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at its own expense within one (1) working day after notification by the District.

III. FEDERAL AND STATE REQUIREMENTS

The signature on this Contract by the Contractor shall constitute certification that the Contractor, as a condition to NECTD receiving Federal assistance under 49 U.S.C. § 5311, as amended, and/or STATE OF CONNECTICUT assistance will comply with the following Federal and/or State of Connecticut requirements and that the Contractor will ensure to pass through these Federal and/or State of Connecticut requirements, as applicable, to its subcontractors:

- A. State of Connecticut Administrative Requirements NECTD has posted the State of Connecticut contract requirements on its website at NECTD.ORG, entitled "State of Connecticut ADMINISTRATIVE REQUIREMENTS FOR NECTD CONTRACTS (FROM MARCH 14, 2016 POLICY)." These requirements are incorporated into and hereby made a part of this Contract.
- B. Federal Transit Administration (FTA) Requirements NECTD has posted the Federal contract requirements on its website at NECTD.ORG, entitled "FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS FOR NECTD CONTRACTS FOR SERVICES, FOR GOODS, OR FOR SERVICES AND GOODS (AGREEMENTS UNDER \$100,000)." These requirements are incorporated into and hereby made a part of this Contract.

IV. PAYMENT AND COMPENSATION

- A. The Contract price payable for the Services under this Contract shall be paid in accordance with the rates on Schedule 1, attached hereto and made a part hereof. NECTD agrees to make payments to the Contractor within thirty (30) days after receipt of an invoice for Services provided in the prior month. The Contractor shall separately bill NECTD for any parts or materials used in the performance of the Services. Such parts or materials shall be separately billed at the Contractor's actual cost, without markup. The form of the invoice shall be approved by NECTD and shall describe the Services performed and the parts and materials in reasonable detail.
- B. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the labor, materials, equipment, permits and licenses and other facilities necessary to provide the Services required, including the staff and other services necessary for the proper performance of

the Contractor's duties..

- C. NECTD may withhold payments for Services when NECTD determines, in its sole discretion, that such Services do not meet the requirements of this Contract. Payments for such Services shall not be made until the Contractor has made corrections which are acceptable to NECTD.

IV. PERSONNEL

- A. The Contractor agrees that its personnel performing Services under this Contract ("Personnel") shall be in compliance with all local, state and federal laws, rules and regulations.
- B. The Contractor also agrees to the following conditions regarding operators of all NECTD vehicles ("Vehicle Operators"): All Vehicle Operators shall be properly licensed and qualified by the State of Connecticut, and no other Vehicle Operators may be used. All Vehicle Operators shall be in compliance with all local, state and federal laws, rules and regulations. Upon request, the Contractor shall furnish a list of certified Vehicle Operators and their Connecticut Driver's License numbers to NECTD.

VI. INDEMNIFICATION

- A. The Contractor will be responsible for any and all loss and damage to all District vehicles under its custody and control.
- B. The Contractor shall indemnify, defend and hold NECTD and its officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of any claim, lawsuit, demand, settlement or judgment brought against NECTD or its officers, employees or agents in connection with the performance of Contractor, any employee, agent or personnel, [the provision of the Goods] or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

VII. LAWS AND NECTD POLICIES

The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any rules, regulations and policies which NECTD might publish.

VIII. INSURANCE

- A. The Contractor has provided prior to the execution of this Contract, will provide during each year of this Contract, prior to July 1, and will replace twenty (20) days prior to the renewal date, at its

own cost and expense, Certificates of Insurance written by sureties or insurers licensed in the State of Connecticut to NECTD. All certificates shall be approved by NECTD prior to commencement of the services under this Contract. The Contractor shall maintain insurance of the kinds, and in the amounts specified hereunder. Such Certificates of Insurance shall contain a provision that NECTD and its respective agents and employees are "Additional Insureds" on all policies. In addition, NECTD shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Contract.

- B. The policies required under this Contract shall be with an insurance company with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to NECTD.
- C. If, at any time, any of the insurance policies shall be or become unsatisfactory to NECTD in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to NECTD, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to NECTD for approval.
- D. The failure of the Contractor to maintain the required insurance or to furnish or deliver the insurance certificates shall give NECTD the right, at its election, to terminate the Contract in accordance with Article X hereof.
- E. The policies of insurance shall include, but not be limited to, the following:
 - 1. The Contractor shall provide and maintain in force for the full term of the Contract Workers' Compensation Insurance in accordance with the statutory requirements of the State of Connecticut.
 - 2. The Contractor shall maintain general liability insurance for bodily injury and property damage liability combined single limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, with additional umbrella coverage of not less than \$5,000,000.
 - 3. The Contractor shall maintain automobile liability insurance for bodily injury and property damage liability combined single limit of not less than \$1,000,000.
- D. The Contractor and its insurers shall waive all rights of subrogation against NECTD and its officers, agents, servants and employees for losses arising from work performed under the Contract.

IX. TERMINATION OF CONTRACT FOR CONVENIENCE

- A. NECTD reserves the right to terminate, suspend, abandon, or postpone this Contract without cause with sixty (60) days prior written notice to the Contractor.

- B. In the event of termination NECTD shall reimburse the Contractor on an equitable basis for Services rendered up to the date of termination of the Agreement, through discussions with the Contractor, with the final determination to be made by NECTD. In determining the basis for such an equitable settlement, NECTD shall consider (a) the amount of work performed by the Contractor, less any payments previously made, and (b) the amount of reimbursable expense incurred by the Contractor, less any payments previously made.

X. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of NECTD; (a) has failed to provide the level of Services required under the Contract; (b) has failed to fulfill Services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required under Article VIII; (j) fails to comply with any other term or condition contained in the Contract, NECTD shall have the right to terminate the Contract upon written notice to the Contractor.
- B. The above remedies are in addition to any other remedies NECTD may have.
- C. In the event of Contract termination by NECTD, NECTD's payment obligation shall cease as of the final date on which Services in accordance with this Contract are last performed by the Contractor.

XI. INDEPENDENT CONTRACTOR

The Contractor shall not be held or deemed in any way to be the agent or employee of NECTD. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

XII. NO ASSIGNMENT

No part of this Contract shall be assigned or subcontracted without the prior written approval of NECTD.

XIII. REQUEST FOR PROPOSAL DOCUMENTS

The bid/ request for proposal documents issued by NECTD on _____ and all appendices executed by Contractor, dated _____, ____ (the "Bid/ Proposal") are specifically incorporated into this Contract and attached as Exhibit B.

XIV. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles. The Contractor agrees that the execution of this Contract and the performance of its obligations hereunder, shall be deemed to have a Connecticut situs and the Contractor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action NECTD, its successors or assigns may commence hereunder. Accordingly, the Contractor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Contract or the enforcement thereof. Any legal action commenced with respect to this Contract shall be brought in the Superior Court for Hartford County.
- D. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To NECTD:

125 Putnam Pike
PO Box 759
Dayville, CT 06241
Attention: John Filchak, Executive Director

To Contractor:

Attention: _____

- E. No failure by NECTD to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent

default of such term, covenant or condition.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at _____, CONNECTICUT, the ____ day of _____, 20__.

NORTHEASTERN CONNECTICUT TRANSIT DISTRICT

By _____

CONTRACTOR

By _____

EXHIBIT A TO THE CONTRACT

SCOPE OF SERVICES

EXHIBIT B TO THE CONTRACT

EXECUTED PROPOSAL DOCUMENTS

