



Greater Bridgeport Transit
Snow Removal
Request for Proposals (RFP)
No. GBT-RFP-2026-02

RFP Available	08/14/2026
Final Deadline for Questions	08/19/2026 2:00 pm
Due Date	08/31/2026 2:00 pm
Contract Award Date (on or about)	10/08/2026
Contract Commencement (on or about)	11/01/2026

Through this Request for Proposal ("RFP"), Proposers are invited to submit a Proposal for this project. Specifications, terms, conditions and instructions for submitting Proposals are contained herein. Please review the RFP document as soon as possible and note the Final Deadline for Questions (as set forth above) in the instructions to Proposers. Proposals must be received before the date due. Late Proposals will not be accepted or considered. Greater Bridgeport Transit Authority (GBT) reserves the right to postpone the completion of evaluation of Proposals, or to withdraw or to cancel this RFP altogether at any time for any reason for its own convenience.

INSTRUCTIONS TO PROPOSERS

1. EXAMINATION OF RFP – Before submitting a Proposal, Proposers shall carefully examine this RFP and Scope of Services and shall fully inform themselves as to all existing terms, conditions, limitations and requirements.

2. PREPARATION OF PROPOSAL – The Proposal shall be legibly prepared. The Proposal shall be signed by a person legally authorized to do so, with the complete address of the Proposer provided. All Proposals shall be contained and delivered in a package identified by the Project name.

3. EXPLANATION TO PROPOSERS – Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP and attachments must be requested in writing, by the Final Deadline for Questions so a reply may reach all prospective Proposers before the submission of Proposals. Any information given to a prospective Proposer concerning the RFP will be furnished to all prospective Proposers as an amendment or addendum to the RFP if such information would be prejudicial to uninformed Proposers. Receipt of amendments or addenda by a Proposer must be acknowledged in the Proposal. Oral explanation or instructions given prior to the bid opening will not be binding.

4. [Reserved]

5. WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn by a Proposer prior to the Due Date for Proposals (as set forth above), only upon a written request to GBT, signed the Proposer seeking with withdraw such Proposal.

6. ALTERNATE PROPOSALS – Proposers are cautioned that any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP contained in a Proposal (an "Alternate Proposal"), unless specifically requested or modified by GBT, may be considered non-responsive to the RFP, and at the option of GBT, result in rejection of the Alternate Proposal.

7. LATE PROPOSALS – Any Proposal received at the office designated in Section 9 herein after the Due Date will be considered (a "Late Proposal"). Notwithstanding the foregoing, GBT reserves the right to consider Proposals that otherwise qualify as Late Proposals, but GBT determines were received late due to post-receipt handling by GBT, provided that no award has been made.

8. UNIT PRICES – If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

9. SUBMISSION OF PROPOSALS: DATE, TIME, ADDRESS & NUMBER OF COPIES – Proposers shall submit three (1) printed copy and one (1) electronic copy of the technical and cost Proposal. Proposals must be delivered to:

**Meryem Belhasan
Manager of Procurement
Greater Bridgeport Transit Authority
One Cross Street
Bridgeport, Connecticut 06610
mbelhasan@gogbt.com**

Proposals must be received not later than:

2:00 p.m. EST, August 31, 2026 (the "Due Date")

Proposals shall be in a sealed package and clearly marked: **"Snow Removal"** on the front.

Questions should be emailed to mbelhasan@gogbt.com before the question due date.

10. CONFIDENTIALITY OF PROPOSALS; COMMUNICATION – Proposals will not be publicly opened. All Proposals and evaluations will be kept confidential throughout the evaluation, negotiation and selection processes. Only the members of the evaluation committee, and other procuring officials, employees and agents of GBT having a legitimate interest in the Proposal, will be provided access to the Proposals and evaluation results during this period. Notwithstanding the foregoing, Proposers acknowledge that GBT is subject to the Freedom of Information Act (FOIA).

GBT has established procedures to protect the integrity of the Proposal process. Failure to properly mark your Proposals may result in your Proposal being disqualified for non-compliance. It is the Proposer's responsibility to ensure that Proposals are delivered prior to the Due Date. GBT assumes no responsibility or liability for any disclosure of Proposal terms for a Proposal that is submitted which does not meet these sealed Proposal requirements.

Any and all correspondence related to this Proposal must be directed to the Manager of Procurements at the address above. Communications in conjunction with this RFP shall be in writing and shall be addressed to the Manager of Procurements. It is the responsibility of the Proposer to assure that GBT has received its correspondence. Any questions or comments directed at other GBT employees, officials or agents may result in the Proposer's Proposal being disqualified.

11. VALIDITY OF PROPOSALS – Proposers agree that their Proposals remain valid for a period of ninety (90) days after the Due Date and may be extended beyond that time by mutual agreement.

This RFP is not to be construed as a commitment by GBT of any kind and shall not be binding on GBT except to the extent incorporated into the terms and conditions of a Contract (as hereinafter defined) executed between GBT and a Proposer—; nor does it commit GBT to pay for any costs incurred in the submission of a Proposal or for any costs incurred prior to the execution of a Contract (as hereinafter defined).

The responsibility for submitting a Proposal to GBT on or before the Due Date will be solely and strictly the responsibility of the Proposer. GBT will in no way be responsible for delays caused by United States Mail or other private courier delivery or any other occurrence.

12. GENERAL PROVISIONS & CONDITIONS

12.1 Proposal Requirements – This document is intended to indicate the minimum requirements for the preparation and submission of Proposals. Elaboration for the purposes of innovation, clarity and emphasis on expertise is welcome. The Proposer must submit in its response a complete, carefully described Proposal. In determining the optimum service, Proposer shall consider their technical approach to this Project that will be received by GBT. This RFP, the Proposal and all other accompanying documents or materials submitted by the Proposer will, if accepted, constitute part of any subsequent Contract.

12.2 Addendum/Modification – GBT reserves the right to alter and/or change this RFP and/or specifications prior to the Due Date. Addenda, if any, shall be issued as required. If such addenda will have an impact on price and/or delivery, it shall be issued no later than three (3) calendar days prior to the Due Date. In the event that an unexpected change is required later than the Due Date, GBT reserves the right to postpone the Due Date.

Changes may only be made to this RFP by written addendum/amendment issued by GBT. Receipt of an addendum/amendment to the RFP by a Proposer must be acknowledged by signing and returning the addendum/amendment with the Proposal. GBT is not bound by any oral interpretations, clarifications, or changes made to this RFP by any GBT staff member. Any clarification or change to the RFP must be provided in writing pursuant to this section.

12.3 Accurate Representation – While GBT has used considerable efforts to ensure an accurate representation of information in this RFP, all Proposers are urged to conduct their own investigations into the material facts and GBT shall not be held liable or accountable for any error or omission in any part of this RFP.

12.4 GBT Rights

- a) GBT reserves the right to postpone the completion of evaluation of Proposals, or to cancel this RFP altogether at any time and for any reason for its own convenience.
- b) GBT reserves the right to accept any Proposal or reject any and all Proposals without penalty, in its and absolute sole discretion, and to reissue this RFP.
- c) GBT reserves the right, but is not obligated to, waive any minor irregularities.
- d) GBT reserves the right to award Contracts to more than one Proposer.
- e) GBT reserves the right to withdraw this RFP at any time without prior notice or to postpone the Due Date or award date for its own convenience.
- f) GBT makes no representations or guarantees that a Contract will be awarded to any Proposer responding to this RFP.
- g) GBT reserves the right, at any time, to check references, interview staff, seek clarification on exceptions or any element of submitted Proposals and/or visit qualified Proposer's facilities.
- h) GBT reserves the right to negotiate any part of a Proposal including the cost or revenue element at any time and/or to request a Best and Final Proposal.
- i) GBT reserves the right to procure any service or item by other means.
- j) GBT reserves the right to ask questions or request additional details, including but not limited to the cost/revenue of Proposals, in order to clarify elements of any Proposal from any Proposer.

- k) GBT reserves the right to reject or disqualify any employee of the Proposer from performing service for GBT under the Contract with or without cause, provided that such rejection or disqualification does not violate any applicable law.
- l) No Proposal will be accepted from, nor will any Contract be awarded to, any person or firm that is in arrears to GBT upon any debt or contract or that has failed to perform faithfully any previous contract with GBT.

12.5 Law and Venue – The Contract and this RFP shall be governed by and construed under the laws of the State of Connecticut without regard to principles of conflicts of laws. Any proceeding arising out of or relating to the Contract may be brought in the courts of the State of Connecticut, County of Fairfield, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Connecticut, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to the Contract in any other court.

12.6 Contract Incorporation and Required Annual Certifications – Proposer acknowledges that the contents of the successful Proposal, as well as the entire content of this RFP and all appendices thereto, shall be a part of the subsequent contractual documents, including the draft Sample Standard Form Contract, attached to this RFP, which will be used for this Project (collectively, the "Contract"). Additionally, the Proposer, as "Contractor" under the Contract, shall be aware of the contents of the certifications contained in this RFP that will be in full force and effect throughout the term of the Contract and may be required on an annual basis. Failure of Proposer to accept these obligations will result in the rejection of its Proposal or cancellation of any award. Any damages accruing to GBT as a result of the Proposer's failure to contract will be recovered from the Proposer.

12.7 Ineligible Proposers – By submitting a Proposal, all Proposers represent and certify that they are not on any State, Federal or Local Agency Lists of ineligible or debarred contractors.

12.8 Investigation of Experience – GBT reserves the right to investigate the qualifications and financial condition of all Proposers under consideration, to confirm any part of the information furnished by the Proposers, and to require further evidence of managerial, financial or professional capabilities that are considered necessary for the successful performance of the Project.

12.9 Contract/Performance Guarantee and Proposal Acceptance - Each Proposal is submitted with the understanding that the acceptance in writing by GBT of the offer to furnish the Goods and Services described herein shall bind the Proposer on its part to furnish such Services at the prices given and in accordance with the terms and conditions of this RFP. The successful Proposer will be required to execute a written Contract incorporating these terms within forty-five (45) calendar days of a Notice of Award. Failure to execute a Contract within this forty-five (45) day period will result in rejection of the Proposal.

12.10 Indemnity of GBT- The Proposer agrees to, indemnify and hold GBT and its board members, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "Indemnitees") harmless from any liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including, but not limited to, death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Proposer's implementation of the Goods and Services as contemplated by this RFP and the subsequent Contract. The Proposer further agrees to, and will, defend Indemnitees, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Proposer's performance of the Project as contemplated by the RFP and subsequent Contract. The Proposer's obligations and duties as established in this section shall be in full force and effect and apply to Proposer's acts, omissions, or failures to act of any kind, whether negligent, the result of Proposer's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended that the acts, omissions or failures to act of parties other than the Proposer (including Indemnitees) caused or contributed to the losses, injuries or damages claimed.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

12.10.1 Municipalities - In addition, the Proposer agrees to hold harmless and indemnify any municipality in performance of all duties under this RFP and any subsequent Contracts, and its officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "Municipal Indemnitees") harmless from any liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Proposer's implementation of the Goods and Services as contemplated by this RFP and the subsequent Contract. The Proposer further agrees to, and will, defend Municipal Indemnitees, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Contractor's performance of the Project as contemplated by the RFP and subsequent Contract. The Proposer's obligations

and duties as established in this section shall be in full force and effect and apply to Proposer's acts, omissions, or failures to act of any kind, whether negligent, the result of Proposer's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended that the acts, omissions or failures to act of parties other than the Proposer (including Municipal Indemnites) caused or contributed to the losses, injuries or damages claimed.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

12.10.2 Workers' Compensation –The Proposer further agrees to protect, defend, indemnify, and hold harmless GBT and its directors, officers, officials, agents, representatives and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Proposer. The Proposer assumes full responsibility and liability for compliance with any and all local, state, and federal laws and regulations applicable to the Proposer and its employees.

12.11 Performance Standards– This RFP provides for performance standards and for the exercise of rights and remedies by GBT where certain performance standards are not met. The Proposer agrees that failure to meet the performance standards will diminish the quality, utility and value of the Goods and Services for which GBT has contracted.

12.12 Interpretation of Language – Should any question arise as to the interpretation of any language or clause of this RFP or of any other contract document, the question shall be submitted to GBT's Chief Executive Officer (CEO) or his designee, who shall interpret the language. GBT's CEO's decision shall be final.

12.13 Contract Changes – GBT may, at any time, by a written order, and without notice to the Proposer make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price and the Contract shall be modified in writing accordingly. Any claim to GBT for adjustment under this clause must be asserted within ten (10) calendar days from the date of receipt by the Proposer of the notification of change.

12.14 Severability – If any provision of this RFP, its appendices or any subsequent Contract is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the RFP, its appendices or any subsequent Contract will remain in full force and effect. Any provision of this RFP, its appendices or any subsequent

Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12.15 Subject to Financial Assistance – Items described in these specifications will be purchased with the assistance of grants from the State of Connecticut Department of Transportation (CTDOT) and/or the Federal Transit Administration (FTA), and various municipalities and are subject to a financial assistance contract between GBT and the U.S. Department of Transportation and/or the CTDOT and/or any of GBT's funding sources. The selected Proposer acknowledges that it shall be subject to, and comply with, all terms and conditions of contracts between GBT and its funding sources (including without limitation 13c agreements), and any other third-party contracts. The Contract may be subject to annual reauthorization of funding. The Proposer will indemnify and hold GBT harmless from any claims, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to Proposer's noncompliance with the terms and conditions of GBT's third-party contracts.

In the event that GBT is required to obtain FTA or CTDOT approval prior to entering into the Contract with the Proposer, the Contract shall be deemed subject to the condition of FTA or CTDOT approval, and the failure to obtain such approval, where required, shall terminate all the Proposer's rights hereunder and bar it from the right to any mortgage, lien or other security interest in any way arising out of or relating to the project.

12.16 Independent Contractor – Nothing in this RFP, its appendices or any subsequent Contract shall constitute or be construed to create a partnership or joint venture between GBT and the Proposer or its successors or assigns. In entering into a Contract, the Proposer is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

12.17 Amendment to Conform to Laws and Regulations – GBT and its services are subject to the requirements of the Americans with Disabilities Act of 1990 and implementing regulations issued thereunder ("ADA"). The ADA and the regulations or other applicable statutes and regulations may be amended from time to time. For these reasons, GBT reserves the right to modify its Contract with the Proposer to conform, if necessary, to amendments to the ADA or other statutes and/or regulations thereunder.

At all times the Proposer will ensure that all elements of the Project are in accordance with all applicable federal, state and local laws and regulations applicable in whatever way to the project, and pursuant to the terms of the Contract. GBT will not be responsible or liable for Proposer's violations of said laws. Proposer will, at its sole cost, defend, indemnify and hold GBT harmless from any and all claims, demands, actions, costs, including reasonable attorneys' fees, or liability arising out of or resulting from Proposer's failure to adhere to the terms of this section.

12.18 Affirmative Action Plan – Proposer represents that it is an affirmative action- equal opportunity employer, and is compliant with all applicable laws relating thereto, including but not limited to, Connecticut General Statutes §§ 46a-51 et. seq. and the regulations promulgated by the Commission on Human Rights and Opportunities thereunder. If required by applicable law, Proposer will provide GBT with a brief description of its affirmative action plan and how it is being implemented.

12.19 Corporate Status – All Proposers must be solvent, duly formed (or licensed to do business) and legally existing in the State of Connecticut, and maintain such license and existence throughout the duration of the Contract.

12.20 Conditional Proposals – Conditional proposals or those that take exception to the specifications in this RFP may be considered non-responsive at GBT 's sole discretion and may be rejected.

12.21 Competitive Procurement – In the Procurement of goods and services for use in this Project, the Contractor shall follow the procurement procedures of GBT.

12.22 [Reserved]

12.23 Covenant Against Gratuities – The Proposer shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of GBT before, during or for one (1) year after the

period of any agreement or Contract entered into with GBT under this RFP.

12.24 Safety – The Proposer will comply with all federal, state and local safety regulations pertaining to the Project as contemplated by this RFP. The Proposer will notify GBT's Contract Manager of all inspections performed by any other government agency and transmit results of said inspections to GBT. Without limiting the foregoing, if GBT determines, in its sole but reasonable discretion, that Proposer is not performing in a safe manner, then GBT shall communicate such determination to Proposer.

12.25 Records and Reports – The Proposer will prepare, maintain and submit on- time records, reports and notices with respect to any aspect of the Contract as required by GBT and detailed in later sections of this RFP. Unless otherwise indicated, all reports will be submitted to and approved by GBT. Proposer's failure to submit these reports shall constitute a failure of Proposer to meet Proposer's obligations under the Contract. The Proposer will be required to maintain complete and accurate books of accounts that accurately and thoroughly reflect all expenses and revenues. Such records shall be submitted as prescribed in this RFP and as modified from time to time by GBT. The Proposer will fully demonstrate the methodology and present samples of how this will be achieved in their response to this RFP. GBT reserves the right to inspect and audit such books from which said information is derived. GBT shall determine the submission report format provided by the Proposer.

12.26 Subcontracting – The Proposer shall not subcontract any obligation it has under the Contract without the prior written consent of GBT. If subcontractors are to be used, such relationships should be discussed in detail in the Proposal.

12.27 [Reserved]

12.28 Excuses from Performance – GBT and Proposer will be excused from performing their respective obligations under the Contract in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, acts of God, explosion, war, pandemic, insurrection, riots, acts of any government (including judicial action), and/or any other cause similar to the foregoing which is beyond the control of and not the fault of the party claiming excuse of performance hereunder; provided, however, that the party claiming excuse from performance hereunder shall, within twenty-four (24) hours after such party has given notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse from performance under this section. In the event that either party validly exercises its rights under this paragraph, the parties hereby waive any claims against each other for any damages sustained thereby. Strikes and labor disputes involving the Proposer's employees shall not be considered as a reason justifying an excuse from performance.

In the event that the Proposer is excused from its obligations hereunder for any of the aforementioned reasons, GBT may perform all such obligations itself with

its own or other personnel without any liability to Proposer and at Proposer's sole cost and expense. Further, in the event the Proposer is excused from performing its obligations hereunder for any of the aforesaid reasons for a period of thirty (30) calendar days or longer, GBT will have the option to immediately terminate the Contract by giving Proposer written notice thereof. Proposer shall not be entitled to compensation of any kind by GBT for any period during which the Proposer is excused from performance.

12.29 Media Coverage – The Proposer shall not discuss any matter related to the provision of the products or services to any media including but not limited to: newspapers, radio stations, television stations, trade journals or at any public forum live or recorded without express written permission of GBT.

12.30 Conflict – In the event that there is a conflict between this RFP and any Proposal accepted subsequently, then and in that instance, this RFP shall prevail. If there is a conflict between any parts or clauses of this RFP, GBT's CEO or his/her designee or representative will clarify said conflict, which decision shall be final.

12.31 Insurance Requirements Safety and Risk Management – Safety and risk management functions are considered by GBT to be essential to the Project's success. The Proposer shall be responsible for oversight of risk management functions, including all aspects of training. The Proposer's experience in successful risk management functions will be an important consideration in evaluating Proposals. The successful Proposer will be responsible for the following items and the Proposer's Proposal will address each paragraph in this section.

The successful Proposer must maintain the following insurance in force during the term of the Contract Said policies shall provide that GBT, the State, and each participating municipality be named as additional insured on a primary and non-contributory basis for the successful Proposer's full limits of coverage with advance notice of cancellation as required below. GBT expressly retains the right via endorsement to recover and/or subrogate for any and all damages caused by or resulting from the products or work of the Contractor or subcontractors. Where applicable, policies shall also be endorsed to include a Waiver of Subrogation in favor of GBT. Copies of all insurance certificates, with GBT et al. named as additional insured will be supplied to GBT prior to Service initiation. This insurance will protect the Proposer and GBT from claims that may arise from the successful Proposer's acts or omissions.

Limitation of liability of any form by the Contractor or subcontractors is expressly forbidden. It is expected that the Contractor will expose the full limits under their insurance policies. These are only the minimum requirements to do business with GBT:

- Workers Compensation and employer's liability in accordance with the laws of the State of Connecticut.
- Comprehensive General Liability Insurance to include:
 - Premises/operations,
 - Contractual liability,
 - Personal injury,
 - Products/completed operations,
 - Property damage.

With the following minimum limits of liability:

- \$1,000,000 -- Per occurrence for bodily injury,
- \$1,000,000 -- Per occurrence for property damage,
- \$1,000,000 -- Combined single limits

GBT reserves the right to increase the amount or types of coverage after written notice to the Proposer at any time. In any event, such insurance coverage shall comply with all statutory and regulatory requirements. Any variances from the minimum types and amounts of insurance coverage shall be considered by GBT upon written request from the Proposer explaining the reasons for such variance, and may be allowed, in the sole discretion of GBT and only after written notice to the Proposer granting such variance.

All such insurance coverage shall name GBT, its member municipalities and the State of Connecticut as an additional insured. Such insurance shall protect GBT, the relevant municipality and the State of Connecticut against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of the Project equipment for the purposes of this Project and for any other purpose.

The Project shall not commence until the Proposer has submitted a certificate of insurance to GBT naming GBT, the relevant municipalities and the State of Connecticut as an additional insured and indicating that the other insurance requirements of this section are satisfied. Prior to the termination or lapse of any such insurance coverage, the Proposer shall submit a similar additional certificate of insurance to GBT. Should Proposer fail to obtain and maintain the insurance required by this section, GBT may, at its option, i) obtain such insurance coverage at Proposer's expense and charge the cost of such insurance to Proposer, or ii) terminate the Contract.

The Proposer shall provide valid certificates of insurance to GBT at the commencement of the contract, annually thereafter and when requested by GBT.

Proposer shall indemnify, defend and hold harmless GBT and its board members, officers, agents, employees and representatives for any damage to GBT's property or claims of personal bodily injury resulting from, or alleged to have resulted from, Proposer's performance under the Contract. Proposers shall, at Proposer's sole cost and expense, repair any damage to GBT's property, caused by Proposer.

12.31.1 Failure to Procure or Maintain Insurance – Proposer's failure to procure or maintain required insurance will constitute a material breach of the Contract.

12.31.2 Subrogation – Proposer, as insurer, waives any right of subrogation against GBT that might arise by reason of any payment under any policy required by the Contract.

12.31.3 Insurance Review – All insurance is subject to review by an insurance consultant chosen by GBT in the event GBT deems it necessary. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name "Greater Bridgeport Transit Authority" (GBTA), its officials and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by GBT will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to GBT except for nonpayment of premiums which may be cancelable upon ten (10) day notice.

Proposer will furnish to GBT duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under the Contract and such other evidence of insurance or copies of policies as may be reasonably required by GBT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) days' notice of any cancellation of coverage. Proposer will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

12.32 Discrimination - The Proposer, its sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Proposer shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the Contract, which GBT may terminate and pursue such other remedies available to GBT at law or in equity, as GBT deems appropriate.

12.33 Prompt Payment - If applicable, Proposer agrees to pay each subcontractor under the Contract for satisfactory performance of its contract with Proposer no later than thirty (30) days from the receipt of each payment the Proposer receives from GBT under the Contract. The Proposer agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the time frame specified in this section may occur only for good cause following written approval of GBT. This clause applies to both DBE and non-DBE subcontracts.

12.34 Designated Contact - Throughout the term of the Contract, the Contract Administrator shall be GBT's Planning and Service Development Officer. No other GBT staff member is authorized to alter the Scope of Service, coverage or service span or any other part of the Contract. GBT may designate another staff member to serve as its Contract Administration at any time and will provide written notice of such change to the Contractor.

12.35 Property Accountability - All property furnished by GBT under the Contract shall remain the property of GBT. Upon termination of the Contract the Proposer shall render an accounting of all such property which has come into its possession under the Contract.

12.36 Safeguarding Property - The Proposer shall take all reasonable precautions, as directed, or in the absence of such direction in accordance with sound industrial practices, to safeguard and protect GBT property in its possession or custody. Unless otherwise provided in the Contract, the Proposer assumes the risk of and shall be responsible for any loss of or damage to GBT-furnished property in its possession, except for reasonable wear and tear and to the extent that such property is consumed in the performance of the Contract.

Scope of Work (SOW) for Snow Removal Services

1. Introduction:

This Scope of Work outlines the requirements and expectations for professional snow removal services for Greater Bridgeport Transit Authority at Bus Terminal 710 Water St. Bridgeport, CT. The contractor shall provide snow plowing, shoveling, de-icing, and related services to ensure safe access to all designated areas during winter months.

2. Contract Term:

Initial Term: Three (3) years, commencing on November 1st, 2026 and ending on April 30th 2029.

Optional Renewal: Two (2) additional one-year extension options, to be exercised at the sole discretion of the Client, with 30-day written notice prior to contract expiration.

3. Service Period:

Services will be provided during the snow season, defined as November 1st 2026 to April 30th 2029, annually for the duration of the contract.

4. Scope of Services:

The Contractor shall furnish all labor, materials, tools, supervision, equipment, and incidentals required to perform the following:

- Snow Removal
- Plowing of parking lots, driveways, access roads, and loading areas.
- Shoveling and snow blowing of walkways, stairs, ramps, entrances, and fire exits.

5. De-Icing / Salting:

Application of de-icing materials (e.g., salt, calcium chloride) to reduce ice accumulation on all paved surfaces.

Pre-treatment of surfaces when forecasted weather indicates likely accumulation.

6. Monitoring:

24/7 weather monitoring and proactive service dispatch based on accumulation thresholds.

Threshold for service activation: [e.g., 1 inch] of snow accumulation or presence of icy conditions.

7. Response Times:

Snowfall during working hours: Services to begin within 1 hour of accumulation threshold.

Overnight snowfall: Services to be completed before 5:00 AM the next business day.

Ice conditions: Treated within 1 hour of identification or notification.

8. Materials, Labor, and Equipment Costs:

All proposals must include fully itemized cost breakdowns for the following:

6.1 Materials

De-icing products: unit price per ton/pound (e.g., rock salt, brine, calcium chloride).

Sand or other traction materials (if applicable).

9. Labor:

Hourly rates by personnel type (e.g., operator, shovel crew, supervisor).

Minimum service call hours (if any).

10. Equipment:

Hourly or per-event rates for:

Plow trucks

Skid steers/loaders

Snow blowers

Salt spreaders

Other specialized equipment

All equipment charges must include operator and fuel costs.

11. Pricing Options:

Bidders must provide pricing under the following structures:

-Per Event Pricing:

Define cost for a single snow event (by accumulation ranges, e.g., 1-3", 3-6", etc.).

Separate line items for:

Plowing

Shoveling

De-icing

-Monthly Flat Rate:

Fixed monthly rate covering all snow events within the month.

Define limits (e.g., up to X events or inches per month; overage rates if applicable).

Include assumptions used to determine flat rate (average snowfall, frequency, etc.).

12. Additional Requirements:

Contractor must be licensed and insured, with coverage including general liability, workers' compensation, and auto liability.

Contractor shall document all service events and provide logs within 24 hours of service completion.

Contractor responsible for any property damage caused during operations.

13. Performance Review & Termination:

Annual performance evaluations will determine eligibility for contract renewal or optional extensions.

The Client reserves the right to terminate the agreement with 30 days' written notice for non-performance or breach of contract.

14. Proposal Submission:

All bids must include:

Completed pricing tables (itemized per Sections 6 and 7)

Company qualifications and references

Proof of insurance and required certifications – Campaign Contribution Certification should be signed and notarized.

15. Vendor Qualifications:

-Years of snow removal experience.

-Similar commercial/public facilities serviced.

-References

-Staffing

-Ability to provide 24/7 response

PROPOSAL EVALUATION

The Proposals will be reviewed and evaluated by a panel based upon the following criteria.

At its sole and absolute discretion, GBT may choose to, but shall not be obligated to, interview all or a selection of proposers and may request additional details and supporting data or information related to any portion of any proposal.

GBT reserves the right to accept or reject, without prejudice, any or all submissions or to waive any irregularities therein or to accept the submission deemed to be in the best interests of GBT. GBT further reserves the right to award portions of this contract to multiple vendors, to negotiate the cost of any proposal and to make an award to a vendor(s) who are not the lowest cost.

SECTION	POTENTIAL POINTS
Technical (Quality of technical proposal)	Up to 55 Points
Experience (On similar projects)	Up to 20 Points
Cost Proposal (Competitiveness and value of proposed fees and costs)	Up to 25 Points
TOTAL POSSIBLE POINTS	UP TO 100 POINTS

State of Connecticut Required Clauses and Certifications

The following attached clauses are appendices and are herein incorporated by reference and made a part of the contract. Certification should be notarized.

EXECUTIVE ORDERS - This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 promulgated April 17, 2006, concerning the utilization of environmentally and health-friendly cleaning and/or sanitizing products when practicable. Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:

http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

STATE REQUIRED CERTIFICATIONS - All contract certifications required by the State of Connecticut must be included with the proposal. The instructions and affidavits forms are available at the State of Connecticut, Office of Policy and Management Internet site at:

<https://portal.ct.gov/OPM/Fin%20PSA/Forms/Ethics%20Forms>

- **Campaign Contribution Certification – Form 1**

Note: Check this site immediately before you submit your proposal in case of any recent changes to the State's contractual requirements for State contracts for goods and services with a value of \$50,000 or more. It is the responsibility of the proposer to ensure that any and all up-to-date contract certification forms are properly filled out and submitted with your proposal.

Standard Form Contract (Sample)

The following is a sample contract for the purchase of the Goods and Services contemplated under this RFP and is subject to further review, edits and changes at GBT's sole and absolute discretion, at any time before or after a Proposal is accepted.

Purchase and Services Contract

THIS AGREEMENT ("Agreement") is dated as of the ____ day of _____ in the year 20__ by and between the Greater Bridgeport Transit Authority, of Bridgeport, Connecticut, (hereinafter referred to as the "AUTHORITY"), and _____, of _____ (hereinafter referred to as the "CONTRACTOR", and together with the AUTHORITY, the "Parties" and each, a "Party").

The purpose of this Agreement is for CONTRACTOR to provide the Goods and Services as each is hereinafter defined necessary for the AUTHORITY to subscribe to the Connecticut Land Mobile Radio Network.

In consideration of the mutual covenants hereinafter set forth and as set forth in the Contract Documents (as hereinafter defined), CONTRACTOR and the AUTHORITY hereby agree as follows:

Article 1. SERVICE

1.1 The CONTRACTOR shall provide the goods (the "Goods") and services (the "Services") as specified in the Scope of Services set forth in the RFP, attached hereto and made a part hereof as Attachment A, and as described in the CONTRACTOR's Proposal [INSERT CORRECT TITLE] dated _____, attached hereto and made a part hereof as Attachment B. Attachment A and Attachment B shall be collectively referred to herein as the "Scope of Work".

CONTRACTOR shall not commence any work under this Contract unless and until Contractor has received from the AUTHORITY (i) a fully executed Purchaser Order and (ii) written notice executed by the AUTHORITY instructing CONTRACTOR to proceed.

The AUTHORITY reserves the right to change or otherwise alter the Goods and/or Services outlined in the Scope of Work, and the CONTRACTOR hereby agrees to implement those specified changes within thirty (30) days after receipt of notice from the AUTHORITY. If the CONTRACTOR rejects any change or alteration to the Goods or Services, the AUTHORITY shall have the right to terminate this Agreement upon fifteen (15) days' prior written notice, in which case, no further payments shall be due to the CONTRACTOR and the parties shall be relieved of all liability hereunder (including, without limitation, under the Scope of Work), except to the extent any

obligations herein survive termination of this Agreement. Any price adjustments as a result of a change to the Scope of Services shall be implemented in accordance with the section of the RFP- entitled "Contract Changes".

Article 2. CONTRACT DOCUMENTS

2.1 The following contract documents (the "Contract Documents") are attached hereto and made a part hereof and expressly incorporated herein by reference:

1. The complete Request for Proposals GBT-RFP-2023-03 and all of its attachments, appendices and amendments (the "RFP"), as amended herein.
2. Federal Transit Administration Required Clauses and Certifications
3. State of Connecticut Required Clauses and Certifications
4. The CONTRACTOR's response to the RFP and proposal (Attachment C)
5. The Scope of Work (as defined herein) (Attachment A and Attachment B)

2.2 This Agreement and the Contract Documents comprise the entire agreement between the AUTHORITY and the CONTRACTOR.

2.3 All references herein to this Agreement shall be interpreted to include the Contract Documents.

2.4 As set forth in the "Definitions" section of the RFP, all references in the Contract Documents to "Proposer", "Offeror", "Bidder", "Respondent", "Operator", and "Contractor" shall be deemed to refer to CONTRACTOR, as defined herein.

Article 3. CONTRACT TERM

3.1 The term of this Agreement shall be for _____ years, commencing on _____, 202_ and terminating on _____, 202_, (the "Term") unless sooner terminated or extended in accordance with the terms of this Agreement.

The Term may be extended upon mutual written agreement of the Parties.

Article 4. CONTRACT PRICE

4.1 Fees for the Goods and the Services and the schedule for payment by the AUTHORITY are set forth in the Scope of Work and the CONTRACTOR's Proposal, included as Attachment C, attached hereto and made a part hereof. The AUTHORITY reserves the right to set off at any time any amount owing to it by CONTRACTOR against any amount payable by the AUTHORITY to CONTRACTOR.

CONTRACTOR shall be responsible for payment of all taxes (and any associated penalties, fines interest and other similar amounts) imposed under applicable laws on CONTRACTOR and on the manufacture, sale and transportation of the Goods, including without limitation income taxes, profits taxes, capital taxes, sales and use taxes, goods and services taxes, ad valorem taxes, excise taxes, franchise taxes and

similar taxes and amounts; and when importer of record, customs duties, import and export charges.

Article 5. INSURANCE

5.1 The CONTRACTOR agrees to procure and maintain, throughout the Term of this Agreement, insurance as required in the Contract Documents. Upon request from the AUTHORITY, CONTRACTOR shall provide to the AUTHORITY all certificates of insurance evidencing CONTRACTOR'S insurance coverage. CONTRACTOR shall further be responsible for safety and risk management functions, as set forth in the Contract Documents.

Article 6. PROJECT MANAGER

6.1 Both the CONTRACTOR and the AUTHORITY shall designate Project Managers for Services provided under this Agreement. The Project Managers, which shall be _____ (on behalf of the AUTHORITY) and _____ (on behalf of CONTRACTOR) shall be responsible for overseeing the proper operation of the Services.

Article 7. CONTRACTOR RESPONSIBILITIES, DUTIES, AND LIABILITIES

7.1 CONTRACTOR represents and warrants that the Goods and the Services will be provided in accordance with the approved practices and standards of the industry, all applicable laws, regulations, ordinances and codes, and this Agreement. CONTRACTOR further represents and warrants that the Goods and the Services shall be provided in accordance with any and all prudent and applicable safety and security standards. If it appears to the AUTHORITY, in its sole and absolute discretion, during the course of the Services that any of the Goods or the Services do not conform to provisions of this Agreement, the AUTHORITY shall be entitled to invoke all its rights set forth under this Agreement and which are available to it at law and in equity.

7.2 The CONTRACTOR shall comply with all indemnity obligations set forth in this Agreement and the Contract Documents, including without limitation those set forth in the sections of the RFP entitled "Indemnity of GBT", "Subject to Financial Assistance" and "Amendment to Conform to Laws and Regulations.",. All indemnification obligations in this Agreement or in any Contract Document shall survive the expiration or sooner termination of this Agreement.

Article 8. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the AUTHORITY to enter into this Agreement, the CONTRACTOR makes the following representations and warranties:

8.1 The CONTRACTOR is an entity duly formed, in good standing, and authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement.

8.2 The execution and delivery of this Agreement by CONTRACTOR and the performance of the Services described herein have been duly and validly authorized by all requisite entity action, and no other proceedings on the part of CONTRACTOR are necessary to authorize the execution and delivery by CONTRACTOR of this Agreement or the performance of CONTRACTOR's obligations hereunder.

8.3 This Agreement and all agreements or instruments referred to herein to which CONTRACTOR is a party constitute the legal, valid and binding obligations of CONTRACTOR.

8.4 The CONTRACTOR has familiarized itself with the nature and extent of the Scope of Work, the Services, and federal, state and local laws, ordinances, rules and regulations that in any manner may impact cost, progress or performance of the Services. CONTRACTOR represents and warrants that CONTRACTOR shall provide the Services to the standards set forth in the Contract Documents and in this Agreement.

8.5 The CONTRACTOR will comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations to the Connecticut Department of Emergency Services and Public Protection ("DESPP") and the AUTHORITY under and pursuant to this Agreement, including but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Code of Ethics and (2) Title 4a concerning the State purchasing, including, but not limited to section 22a-194a concerning the use of polystyrene foam.

8.6 The CONTRACTOR's execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.

8.7 The CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity.

8.8 The CONTRACTOR, as applicable, has not, within the three (3) years preceding this Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property.

8.9 The CONTRACTOR is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above.

8.10 The CONTRACTOR has not within the three (3) preceding years of this Agreement had one or more contracts with any governmental entity terminated.

8.11 The CONTRACTOR has not employed or retained any entity or person, other than a bona fide employee working solely for it, to solicit or secure the Agreement and that they have not paid or agreed to pay to any entity or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the terms of the Agreement. If any such person or entity has been retained on behalf of CONTRACTOR, CONTRACTOR shall be responsible, at its sole cost and expense, for any payments due to such person or entity.

8.12 To the best of CONTRACTOR's knowledge, there are no claims involving the CONTRACTOR that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform under the Agreement.

8.13 CONTRACTOR shall disclose, to the best of its knowledge, to the AUTHORITY in writing any claims involving them that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such claims.

8.14 The CONTRACTOR's participation in the procurement process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics.

8.15 The CONTRACTOR's Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate of the CONTRACTOR, submitting a Proposal for the same Services, and is in all respects fair and without collusion or fraud.

8.16 The CONTRACTOR is able to perform under the Agreement using its own resources or the resources of a party who is not a Proposer.

8.17 The CONTRACTOR has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut.

8.18 CONTRACTOR has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations.

8.19 CONTRACTOR owes no unemployment compensation contributions.

8.20 The CONTRACTOR is not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes.

8.21 All of CONTRACTOR's vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse.

8.22 Contractor Parties have vested in the CONTRACTOR plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the AUTHORITY, such information as the AUTHORITY may require to evidence, in the AUTHORITY's sole determination, compliance with this section.

8.23 Except to the extent modified or abrogated by this Agreement, all title to any Goods shall pass to the AUTHORITY upon complete installation, performance, testing and acceptance of the Goods or Services and payment by the AUTHORITY.

8.24 If either party terminates the AGREEMENT, for any reason, the CONTRACTOR shall relinquish or cause to be relinquished to the AUTHORITY all title to goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the AUTHORITY.

8.25 With regard to third party products provided with any Goods, CONTRACTOR shall transfer all licenses which they are permitted to transfer in accordance with the applicable third-party license.

8.26 CONTRACTOR shall not copyright, register, distribute, license or claim any rights in or to any Goods after the effective date of the AGREEMENT without the AUTHORITY's prior written consent.

8.27 CONTRACTOR either owns or has the authority to use all title of and to any Goods furnished with the Services, and that such title is not the subject to any encumbrances, liens or claims of ownership by any third party.

8.28 The Goods furnished to the AUTHORITY do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party. The AUTHORITY's use of any Goods furnished with the Services shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party. If a claim or suit is brought against the AUTHORITY alleging that the Goods or Services, or any portion thereof, or any parts or equipment covered by the CONTRACT DOCUMENTS or their use constitutes an infringement or misappropriation of any patent, copyright, trademark, trade secret or other right of any third party, CONTRACTOR shall indemnify, hold harmless and defend the AUTHORITY from and against all liability, costs and damages incurred by the AUTHORITY in connection

therewith, including without limitation attorney's fees and costs. CONTRACTOR shall not agree to any settlement without the AUTHORITY's prior written consent.

8.29 If CONTRACTOR procures any Goods (including without limitation software utilized in connection with Goods provided under this Contract) through a license, the CONTRACTOR shall sub-license such Goods and- the AUTHORITY shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods. CONTRACTOR represents and warrants to the AUTHORITY that CONTRACTOR has good and valid licenses to all licensed Goods (including without limitation software utilized in connection with the Goods provided under this Contract), that all such licenses shall remain in full force and effect during the Term of this Contract and that the terms of all such licenses expressly authorize CONTRACTOR to sublicense its rights thereunder to the AUTHORITY. Contractor shall at all times be liable for any contractual obligations under its license agreements, and shall indemnify the AUTHORITY for any liability, costs or damages (including without limitation attorney's fees) that the AUTHORITY incurs in connection therewith for any reason.

8.30 As set forth in the Contract Documents, CONTRACTOR shall assign or otherwise transfer to the AUTHORITY, or afford the AUTHORITY the full benefits of any manufacturer's warranty for the Goods. CONTRACTOR represents that all such manufacturer's warranties are assignable or otherwise transferable to the AUTHORITY.

8.31 The Contract Documents submitted by CONTRACTOR are complete and accurate in all respects.

8.32 The CONTRACTOR warrants, in addition to all applicable implied statutory warranties, that all Goods and Services furnished shall comply with the warranties contained in the Contract Documents. In addition, with respect to the Goods furnished hereunder, CONTRACTOR warrants that such Goods shall (a) conform to applicable drawings, designs or specifications set forth in the Contract Documents, (b) be of good and new materials, fit for their intended purpose and operate as intended, (c) be free and clear of all liens, security interests or other encumbrances, (d) be merchantable, (e) not infringe upon or misappropriate any third party's patent or other intellectual property rights, and (f) comply with all applicable laws, including without limitation any transfer of dangerous goods and occupational health and safety legislation). With respect to Services furnished hereunder, CONTRACTOR warrants that such Services will be completed in a workmanlike manner.

The warranties set forth herein and in the Contract Documents shall survive any delivery, inspection, acceptance or payment of or for the Goods or Services by the AUTHORITY and are cumulative and in addition to any other remedies provided at law or in equity. Goods or Services that do not meet these warranties, or that develop a defect within any applicable warranty period must be repaired, replaced or re-performed, at the AUTHORITY's sole option, at no charge to the AUTHORITY (including shipping and freight charges, and all taxes and costs incurred by either Party as a result of fulfilling any warranty obligations), within either i) the time period specified in the Contract Documents for certain Goods and Services, or ii) (14) days

after CONTRACTOR receives written notice of such defect from the AUTHORITY. For the avoidance of the doubt, the foregoing fourteen (14)-day time period for repair or replacement of Goods and reperformance of Services shall be separate and distinct from any service and replacement obligations set forth in the Contract Documents. CONTRACTOR must repair, replace or refinish with like Goods or Services any defective Goods or Services (including without limitation any AUTHORITY property that is damaged as a result of defective Goods or Services). If CONTRACTOR shall fail to perform its service and replacement obligations in accordance with this section, the AUTHORITY reserves the right to make or perform such repairs or reperformance, at CONTRACTOR's sole cost and expense.

8.33 The CONTRACTOR has reviewed the Contract Documents and has given the AUTHORITY written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents. The Authority has resolved all such conflicts, errors and discrepancies to Contractor's satisfaction. Any conflicts, errors, and discrepancies noted by the CONTRACTOR during the performance of the Services shall be submitted to the Authority for resolution, which shall be in the sole and absolute discretion of the Authority.

8.34 The CONTRACTOR represents and warrants that it shall abide by the confidentiality of records requirements set forth in the RFP, section entitled "Confidentiality of Records", the media coverage requirements set forth in the RFP section entitled "Media Coverage" and all audit and records maintenance requirements set forth in the RFP sections entitled "Audit and Inspection of Records", "Financial Records" and "FTA and State Required Reports."

8.35 In performing all of its obligations under this Agreement, the CONTRACTOR shall comply with all applicable local, state, federal and international laws, ordinances and implementing regulations, including without limitation all laws, ordinances, regulations and guidance referenced in the Contract Documents.

Article 9. INSPECTION AND ACCEPTANCE

All Goods shall be packed for shipment according to the AUTHORITY'S instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in an undamaged condition. No charges for boxing, packing or crating will be allowed unless agreed to in writing and signed by the AUTHORITY'S authorized agent.

No variation in quantity of any Goods will be accepted by the AUTHORITY.

Any Goods delivered or Services performed by CONTRACTOR are subject to final inspection and written acceptance by the AUTHORITY, notwithstanding prior payment, which shall not constitute acceptance. The AUTHORITY may, without limiting any other rights hereunder, reject any Goods or Services that contain defective materials or workmanship or do not meet the AUTHORITY's specifications or requests as provided in the Contract Documents. Rejected Goods may, at the AUTHORITY's option, be returned to CONTRACTOR at CONTRACTOR's sole risk and

expense. No replacement of defective materials shall be made unless specified in writing by the AUTHORITY. Written acceptance of any Goods or Services shall not be deemed to alter or affect CONTRACTOR's warranty obligations or the AUTHORITY's rights. CONTRACTOR shall make no changes or substitutions to the Goods or Services without the AUTHORITY's prior written approval. If the Goods or any portion of the Goods cannot be replaced, repaired or corrected, the AUTHORITY shall have the right to a refund, in whole or in part, as may be applicable under the circumstances.

Article 10. TITLE TO GOODS

Title and risk of loss to Goods furnished in connection with the Services shall pass to the AUTHORITY upon written acceptance by the AUTHORITY. Prior thereto, CONTRACTOR shall bear risk of loss with respect to the Goods.

Article 11. DEFAULT. TERMINATION. CONTINGENCIES.

11.1 All default and termination provisions set forth in the Contract Documents, including but not limited to the Termination provisions included in the FTA Clauses, allowing for termination for convenience and termination for default, are expressly incorporated herein by reference.

11.2 CONTRACTOR expressly acknowledges and agrees that the contingencies set forth in the RFP entitled "Subject to Financial Assistance" with respect to financial assistance and FTA or CTDOT (as such terms are defined in the RFP) approval prior to entering into the Contract are expressly incorporated herein and this Contract, and the obligations of the parties hereunder, are expressly contingent upon such contingencies.

Article 12. NONDISCRIMINATION

12.1 (1) The CONTRACTOR agrees and warrants that in the performance of the Agreement such CONTRACTOR will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such CONTRACTOR that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by CONTRACTOR that such disability prevents performance of the work involved; (2) CONTRACTOR agrees, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, to state that it is an "affirmative action-equal opportunity employer" in accordance

with regulations adopted by the Commission on Human Rights and Opportunities (the "Commission"); (3) CONTRACTOR agrees to provide each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which the Commission, advising the labor union or workers' representative of the CONTRACTOR's commitments under this Article 10 and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) CONTRACTOR agrees to comply with each provision of this Article and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) CONTRACTOR agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of CONTRACTOR as relates to the provisions of this Article and Connecticut General Statutes § 46a-56. If the contract is a public works contract, CONTRACTOR agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

12.2 (1) CONTRACTOR agrees and warrants that in the performance of the Agreement, CONTRACTOR will not discriminate or permit against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) CONTRACTOR agrees to provide each labor union representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding and each vendor with which CONTRACTOR has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of CONTRACTOR's commitments under this Article, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) CONTRACTOR agrees to comply with each provision of this Article and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) CONTRACTOR agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CONTRACTOR which related to the provisions of this Article and Connecticut General Statutes § 46a-56.

12.3 CONTRACTOR shall include the provisions of the foregoing paragraphs in every subcontract or purchase order entered into in furtherance of the Goods and Services provided under this Agreement, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission.

Article 13. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS

13.1 The State of Connecticut ("State") and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all parts of CONTRACTOR's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

13.2 CONTRACTOR shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete records. CONTRACTOR shall make all of its and the Contractor Parties' records available at all reasonable hours for audit and inspection by the AUTHORITY, the State and/or its agents.

13.3 The AUTHORITY or the State (as applicable) shall make all requests for any audit or inspection in writing and shall provide CONTRACTOR with at least twenty-four (24) hours' notice to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

13.4 All audits and inspections shall be at the requester's expense.

13.5 CONTRACTOR shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any claim or audit is started before the expiration of this period, CONTRACTOR shall retain or cause to be retained all records until all claims or audit findings have been resolved.

13.6 CONTRACTOR shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

13.7 CONTRACTOR shall incorporate this entire Article verbatim into any contract or other agreement that it enters into with any Contractor Party in furtherance of the Services provided hereunder.

13.8 As used in this Article 13, "Contractor Parties" means CONTRACTOR's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any one of them or any other person or entity with whom CONTRACTOR is in privity or with whom CONTRACTOR contractors to perform under this Agreement in any capacity, including but not limited to, its subcontractors.

Article 14. PROTECTION OF CONFIDENTIAL INFORMATION

14.1 For purposes of this Article, the following terms are defined as follows:

14.1.1 "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to

identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that CTDESPP classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

14.1.2 "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, CONTRACTOR, DESPP or the State.

14.1.3 "Contractor Party" or "Contractor Parties" shall have the meaning set forth in Article 13.8.

14.2 CONTRACTOR or Contractor Party shall develop, implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DESPP or State concerning the confidentiality of Confidential Information. Such data security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Confidential Information, including but not limited to, passwords;

(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

14.3 CONTRACTOR and Contractor Parties shall notify the AUTHORITY, DESPP and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which CONTRACTOR or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, CONTRACTOR shall, within three (3) days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DESPP and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by CONTRACTOR at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Article and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. CONTRACTOR's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the AUTHORITY, DESPP, any State of Connecticut entity or any affected individuals.

14.4 CONTRACTOR shall incorporate the requirements of this Article in all subcontracts entered into in connection with the Services rendered hereunder, requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Article.

14.5 CONTRACTOR shall indemnify, defend and hold the AUTHORITY harmless from and against any and all claims, costs and expenses, including reasonable attorneys' fees, asserted against the AUTHORITY arising out of or resulting from any Confidential Information Breach of Confidential Information which is in CONTRACTOR's possession at the time of such Confidential Information Breach.

Article 15. MISCELLANEOUS

15.1 The Parties agree and understand that the CONTRACTOR is neither an employee nor agent of the AUTHORITY and is an independent CONTRACTOR in the performance of its duties hereunder. CONTRACTOR shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including wage withholding, payroll, unemployment insurance, Social Security, and sales and income taxes, associated with any payments or other compensation CONTRACTOR directly or indirectly receives from the AUTHORITY, and that neither CONTRACTOR nor any employees or other personnel of CONTRACTOR are entitled to receive or are eligible for any benefits which accrue to employees of the AUTHORITY, including without limitation, such benefits as health insurance and retirement benefits. Without the express prior written approval of the AUTHORITY, neither CONTRACTOR nor any employees or other personnel of CONTRACTOR will do or perform any act or make any representation, promise or commitment which purports in any way to bind the

AUTHORITY. CONTRACTOR shall indemnify and hold AUTHORITY harmless from and against any claim, liability, loss, cost, charge (including without limitation attorney's fees and costs) in connection with any claim by an employee of CONTRACTOR.

15.2 The failure of the AUTHORITY to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the CONTRACTOR of any of the provisions herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the AUTHORITY to thereafter enforce each and every such provision. A waiver of any provision of this Agreement by the AUTHORITY in one instance shall not operate or be construed as a waiver in any subsequent instance.

15.3 Except as expressly modified herein, the Contract Documents shall remain unmodified and in full force and effect.

15.4 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all parties hereto shall constitute an original of this Agreement.

15.5 The CONTRACTOR shall comply with all bonding requirements set forth in the Contract Documents.

15.6 No assignment by a Party hereto of any rights under or interest in the Agreement will be binding on another Party hereto without the written consent of the Party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement or Contract Documents.

15.7 This Agreement shall be binding on the heirs, successors and assigns of the Parties hereto.

15.8 This Agreement shall be governed by and construed under the laws of the State of Connecticut, including the Uniform Commercial Code as enacted in said state, as may be amended from time to time, without regard to principles of conflicts of laws. Any proceeding arising out of or relating to this Agreement may be brought in the courts of the State of Connecticut, County of Fairfield, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Connecticut, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

15.9 In the event of any litigation arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to collect from the non-prevailing party all costs and expenses (including reasonable attorney's fees and court costs) incurred by the prevailing party in such litigation.

15.10 Except for changes explicitly required by the Contract Documents, this Agreement may only be changed or modified in a writing signed by both CONTRACTOR and the AUTHORITY.

15.11 —If there are any conflicts between the Contract Documents and this Agreement, the RFP section entitled "Conflict" provides that the CEO or his/her designee or representative will clarify the conflict.

15.12 Except as explicitly permitted in the Contract Documents, the CONTRACTOR agrees not to subcontract for any of the Services it is obligated to perform under this Agreement without the prior written consent of the AUTHORITY.

15.13 The Party responsible for drafting any term, covenant, condition or obligation shall not be prejudiced by any presumption, canon of construction, implication or rule requiring construction/interpretation against the Party responsible for the same.

15.14 Any notice, demand, request, consent, approval, designation, or other communication (collectively, "Notice") which any Party is required or desires to give or make or communicate to any other Party shall be in writing and shall be deemed given or made or communicated by United States Postal Service ("USPS") certified mail, return receipt requested, or by nationally recognized overnight courier, including Federal Express, with proof of delivery requested, addressed as follows:

Greater Bridgeport Transit Authority
One Cross Street
Bridgeport, CT 06610
Telephone: 203-366-7070
Attention: Chief Executive Officer

B. [INSERT]
Telephone:
Attention:

Each party may designate a different address by Notice at any time during the Term (or any Extension Term). Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was deposited in the USPS mail as certified mail, return receipt requested, with postage thereon fully prepaid or deposited with such overnight courier with proof of delivery requested.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals, on the day and year first written above.

GREATER BRIDGEPORT TRANSIT AUTHORITY

By: _____
Date _____

CONTRACTOR:*

By: _____
Its: _____ Date _____

* If CONTRACTOR is a corporation, attach to each signed copy of the contract a notarized copy of the vote of corporation authorizing the signatory to sign this contract.

End of RFP