



**REQUEST FOR QUALIFICATIONS/PROPOSALS
GHTD RFQ/P #02-020**

**ARCHITECTURAL/ENGINEERING SERVICES
ROOF REPLACEMENT AT HARTFORD UNION STATION
HARTFORD, CT**

SEPTEMBER 20, 2019

NOTICE

REQUEST FOR QUALIFICATIONS/PROPOSALS GHTD RFQ/P #02-020 ARCHITECTURAL AND ENGINEERING SERVICES ROOF REPLACEMENT

The Greater Hartford Transit District (the "District"), Hartford, Connecticut is seeking sealed responses from qualified firms for Architectural and Engineering services for the roof replacement at Hartford Union Station. RFQ/P documents may be obtained by emailing: ldrake@ghtd.org. **A non-mandatory pre-proposal conference will be held on Thursday, October 3, 2019 at 10:00 a.m.** at the District's Offices located at One Union Place, Hartford, CT to discuss the project, view the location and to provide the opportunity for questions and explanations.

Qualification packages shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, Hartford, CT. 06103, on or before **2:30 p.m. EST on Wednesday, October 23, 2019**. Responses received after the deadline will not be considered and will be returned to the submitter unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the District.

Any contract resulting from this request for qualifications/proposal is subject in part to a financial assistance contract between the District and the Federal Transit Administration and the Connecticut Department of Transportation. All Respondents will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

The District hereby notifies all Respondents that in regard to any contract entered into pursuant to this Request for Qualifications/Proposals, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The District reserves the right to reject any and all responses as submitted by this Request for Qualifications/Proposals, and to waive informalities and irregularities, as it deems in its best interest.

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SECTION I - GENERAL INFORMATION

1. INTRODUCTION

The Greater Hartford Transit District (the "District") is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently sixteen member towns represented by appointees who collectively form the Board of Directors, the policy making body of the District. The District has broad powers to acquire, operate, finance, plan, develop, maintain and otherwise provide all forms of land transportation and related services including the development or renewal of transportation centers and parking facilities.

The District is eligible and authorized under state and local law to request, receive, and manage grant funds and to execute and administer grant-funded projects. The District provides a variety of services in support of public transportation in the Capitol Region of Connecticut.

The District is also the owner and operator of Hartford's Historic Union Station Transportation Center Complex, an intermodal hub of transportation that currently serves Amtrak rail, CTrail, intercity and intra city bus service, taxi services, and public parking. The Complex includes the Spruce Street Parking Lot.

The District, under contract to the Connecticut Department of Transportation (ConnDOT), provides the complementary paratransit service required by the Americans with Disabilities Act of 1990 (ADA) in the Greater Hartford/Capitol Region area. The District also serves as Administrator of a Statewide Drug and Alcohol Testing Consortium and a Statewide Transit District Insurance Consortium.

The District is soliciting proposals through this Request for Qualifications/Proposals ("RFQ/P") from qualified firms interested and capable of performing Architectural and Engineering services to review the existing conditions; conduct a hazardous materials survey; recommend a course of action for improvements and develop recommendations; develop design plans, specifications, drawings, cost estimates, and contract documents for the replacement of the roof (all sections of the building) at Hartford Union Station and the Passenger Canopy at the elevated rail level and at the street level on Spruce Street. The firm would also be responsible for construction oversight including reviewing certified payrolls, invoices, submittals, change orders, etc.

The specifics of the services, and other documents relevant to this RFQ/P, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

2. SUBMISSION OF QUALIFICATIONS

Respondents shall submit four (4) copies of their Qualifications/Proposal Package prior to **2:30 p.m. E.S.T., Wednesday, October 23, 2019** to:

LaShaunda Drake
Procurement and Contract Coordinator
Greater Hartford Transit District
One Union Place

Hartford, Connecticut 06103
(860) 247-5329 ext. 3090

Qualifications shall be enclosed in a sealed envelope and clearly marked "QUALIFICATIONS FOR A/E SERVICES – ROOF REPLACEMENT" on the front thereon. The Respondent's complete return address must be included on the envelope.

Cost proposals shall be enclosed in a separate sealed envelope and clearly marked "COST PROPOSAL FOR A/E SERVICES– ROOF REPLACEMENT" on the front thereon. The Respondent's complete return address must be included on the envelope.

The envelope containing the qualifications package and the envelope containing the cost proposal shall be enclosed in an outer envelope clearly marked "QUALIFICATIONS/PROPOSAL FOR A/E SERVICES–ROOF REPLACEMENT" on the front thereon. The Respondent's complete return address must be included on this envelope.

Late submissions will not be accepted. It is the responsibility of the Respondent to ensure that its Proposal is delivered to the District by the date and time referred to hereinabove. Delivery by facsimile or any other electronic means will not be accepted.

All costs associated with the preparation and delivery of a Proposal is the sole responsibility of the applicable Respondent. Respondent shall not include any such expenses as part of the price proposed in response to the RFQ/P.

A submission of a proposal will be considered by the District as constituting a legal offer by the Respondent to perform the required services.

3. PROPOSAL INQUIRIES

Communication by any Respondent with any agent or employee of the District on the subject of this RFQ/P, or the pending process may result in the Respondent being deemed ineligible with regard to this RFQ/P. All questions and requests for clarification regarding this RFQ/P or this process must be submitted in writing to LaShaunda Drake via email ldrake@ghtd.org on or before **12:00 p.m., on Friday, October 11, 2019**. Any correction or changes to this RFQ/P will be made by written addendum only and will be distributed to all known recipients of the RFQ/P document and posted on the CT DAS State Contracting Portal and on the District's website.

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held by the District on **Thursday, October 3, 2019 at 10:00 AM** to outline the requirements that the District will expect of the Contractor, as well as to provide the opportunity for questions and explanations. This meeting will commence in the District's Offices in the Conference Room at One Union Place, First Floor North Offices, Hartford, Connecticut. The Respondent may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the site visit. Attendance at the pre-proposal conference is not mandatory, and is not a condition for final award.

Immediately following the meeting, bidders will have an opportunity to view the roof, provided that the proper insurance documentation is provided to District staff prior to the

meeting or at the meeting. Required insurance documents shall be provided in the form of a Certificate of Insurance listing the Greater Hartford Transit District as additionally insured. This will be the only opportunity for a site visit.

5. COMMENCEMENT OF SERVICES

It is the intent of the District to execute an agreement with the successful Respondent by December 31, 2019.

6. QUALIFICATION OF RESPONDENTS

Prospective Respondents must meet the following minimum qualifications to be considered for selection. All Respondents to this RFQ/P shall have demonstrated experience in supplying such services and shall meet all criteria and requirements identified in the RFQ/P. The District is the sole judge in determining compliance with qualifications standards:

- Firms submitting proposals must employ registered architects and professional engineers licensed by the state of Connecticut.

7. FEDERAL GRANT REQUIREMENTS

Exhibit - A, attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this RFQ/P.

8. PROCUREMENT AND APPEALS PROCESS

The District's procurement procedures and appeals process are contained in Exhibit - B attached hereto and made a part hereof.

9. FUNDING

Any contract resulting from this request for proposals is subject in part to a financial assistance contract between the District and the Federal Transit Administration and/or Connecticut Department of Transportation. All firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

No proposal will be accepted from, or a Contract awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut 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 the State. Additionally, no Contract shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, agreement, or license with the State. Nor will any Contract be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

10. SPECIAL PROVISION

It is the policy of the District that disadvantaged business enterprises ("DBE's"), Small Contractor and Small Contractor Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised and in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services. The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity.

Proposers will submit a statement indicating its own DBE status and if there are any subcontracts and/or overhead purchases that will be awarded to DBEs. There is no contract goal for this procurement.

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program ("UCP") and any contractor and/or sub-contractor and/or vendor utilized to meet the DBE Participation requirements must be certified through that UCP. A list of Conn DOT Certified DBE vendors can be found at:

http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx

Information about the state certification process can be found at:

<https://www.ct.gov/dot/cwp/view.asp?a=2288&q=307380>

11. VALIDITY OF PROPOSALS

Respondents agree that their proposals remain valid for a period of a hundred and twenty (120) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

Respondents agree that the technical portion of their proposals (not including proprietary information) may be released to other bidders upon announcement of award, if requested by such other bidders.

By responding to this RFQ/P, the Respondent implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFQ/P, and is in all respects fair and without collusion or fraud. It is further implied that the Respondent did not participate in the District's RFQ/P development process, had no knowledge of the specific contents of this RFQ/P prior to its issuance, and that no employee of the District participated directly or indirectly in the firm's proposal preparation.

12. ADDENDA AND PROPOSAL REJECTION

The District reserves the right to issue addenda to this RFQ/P as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the District's best interest to do so. It is the Respondent's responsibility to assure receipt of all addenda. The Respondent should verify with the designated contact person prior to

entering a proposal that all addenda have been received. Respondent is required to acknowledge the number of addenda received as part of their proposal.

The District reserves the right to reject any and all Proposals resulting from this RFQ/P if the District deems that it is in the best interest of the District to do so. The District may elect to make an award of the subject contract as a direct result of Proposals received or elect to negotiate with Respondents.

13. PROPOSAL WITHDRAWAL

The Respondent's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person, or by written or facsimile notice to the official listed in this document. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or facsimile notices shall be received at the District's offices, One Union Place, Hartford, CT 06103 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposal may not be withdrawn for one hundred and twenty (120) calendar days.

14. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the following insurance:

A. Commercial General Liability

The Contractor shall carry Commercial General Liability Insurance, including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" form with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, and to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

B. Workers' Compensation Insurance

With respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and its subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.

C. Business Automobile Insurance

Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where the insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

D. Professional Liability Insurance

If the Contractor or any of its subcontractors are providing design, architectural or engineering services with respect to this Contract, the Contractor and such subcontractors shall carry Professional Liability Insurance Policy in an annual aggregate amount not less than Two Million Dollars (\$2,000,000), which coverage shall be maintained in force for a period of not less than three (3) years after the completion of the work under this Contract.

E. Certificate of Insurance

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc.. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers compensation insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District 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 any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively

“Indemnified Parties”) from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys’ fees, consequential damages, and punitive damages), arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from, Contractor’s negligence, performance, breach or failure to perform under the Contract or the violation of any applicable law or regulation, and whether done directly, or by or through Contractor’s subcontractors or anyone directly or indirectly employed by Contractor or by Contractor’s subcontractors or anyone for whose acts any of them may be responsible or liable and whether or not such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Party). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers’ compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

The Contractor shall further assume all liability for loss by reason of neglect or violations of federal, state or local laws, ordinances or regulations, and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

15. ATTACHED EXHIBITS

The following exhibits are included in this RFQ/P package:

- A. Federally Required Contract Clauses**
- B. District Procurement Procedures and Appeals Process**
- C. General Information Form**
- D. Required Certifications**
 - Certificate of Eligibility
 - Certificate of Non-Collusion
 - Certificate of Restrictions on Lobbying
 - Certificate of DBE Participation
 - Certificate of Eligible Contractors
- E. Cost Proposal Form**
- F. Sample Contract Document**

SECTION II - TECHNICAL

1. STATEMENT OF WORK

The District is seeking qualifications and cost proposals from an architectural/engineering firm or firms to review the existing conditions; complete a hazardous materials survey; recommend a course of action for improvements/ develop recommendations; develop design plans, specifications, drawings, cost estimates, and contract documents for the replacement of all sections of the roof at Hartford Union Station, the Elevated Rail Passenger Canopy and the Spruce Street Passenger Canopy. The firm would be also responsible for construction oversight including reviewing certified payrolls, invoices, submittals, change orders, etc.

2. BACKGROUND INFORMATION

The roof at Hartford Union Station is dire need of replacement. The section over the Transportation Center was last replaced in 1985 (approximately) and the rest of the roof areas may date back to the 70's. This project involves the development of plans to replace the entire roof, which includes the following sections:

-North Roof (north of the Great Hall) – This Spanish Tile roof has been repaired and patched numerous times over the years due to continuous leaks. The tiles are coming loose, creating more leaks during rain events.

-Main Building Roof (over the Great Hall) – This area has a flat roof which consists of a rubber membrane covered with rocks. It holds 6 large air handling units and condensers for the HVAC system. This roof has been repaired on several occasions over the years due to leaks.

-South Roof (south of the Great Hall) – This Spanish Tile roof has been repaired and patched numerous times over the years due to continuous leaks. The tiles are coming loose, creating more leaks during rain events.

-Transportation Center Roof – There have been many repairs done to this rubber membrane roof over the years to correct leaks. The District continues to see leaks near and through the trestle.

-Overhang above Platform (west side of building/east side of tracks) – This shingle roof is well beyond its 20 year life, with cracked shingles, bald spots, etc.

-Elevated Rail Passenger Canopy – shingle roof

-Spruce Street Passenger Canopy – shingle roof

-Restaurant/Tenant space – copper roof

3. GENERAL RESPONSIBILITIES OF CONTRACTOR

A. SCOPE OF SERVICES

The District desires the AE firm to accomplish the following:

- Perform an on-site examination of all sections of the roof mentioned above.
- Complete a hazardous materials survey for the roof sections.
- Identify recommendations for the full roof replacement.
- Provide construction cost estimates for the required work.
- Prepare plans, drawings, and specifications for public bid package ensuring compliance with Federal laws, regulations and procedures as well as those of the State of Connecticut.
- Develop a bid package that allows for add alternates in the event that bids received are higher than the project budget.
- Develop contract documents for the construction of the project.
- Construction oversight of the project (including but not limited to reviewing submittals, change orders, invoices, certified payrolls, etc.)

B. INFORMATION SUPPLIED BY THE DISTRICT

Before the start of the project, the following will be supplied by the District. All drawings shall be field verified for accuracy by the successful respondent.

- Prints of the Architectural and Structural Building Plans, if available.
- Recent aerial images are available on Google (satellite images)

C. PROJECT SCHEDULE

This project is to be completed within six (6) months of notice to proceed.

D. PROJECT MEETINGS

The contractor will meet with the District's staff at these milestones in the project:

- Project kick off meeting
- Site survey completion;
- Identification of remediation needs;
- Completion of initial specifications, plans and estimates.
- Eventual project meetings when contractor is selected for construction.

SECTION III - RESPONSE CRITERIA

1. SUBMISSION REQUIREMENTS

All information shall be provided according to the following instructions in order to be considered a response.

Four (4) identical hard copies and one (1) electronic copy (USB or CD) of the Qualifications Package shall be submitted in a sealed separate envelope. The qualifications package must include a cover letter, a table of contents and the General Information Form, as well as all the requirements set forth below.

Four (4) identical hard copies and one (1) electronic copy (USB or CD) of the cost proposal shall be submitted in a sealed separate envelope. Use the form provided for the cost proposal.

The envelope containing the Qualifications Package and the envelope containing the Cost Proposal shall be delivered to the District in a clearly marked outer envelope or box by the due date for the proposals.

Each Qualifications Package shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. Appendices should provide information relevant to the proposal and not consist of Respondent's general marketing materials.

Respondents shall provide a package which includes the required elements, both in content and sequence as set forth in this section. Forms must be completed and signed. All required certifications must be completed, signed and submitted with each Qualifications Package.

2. QUALIFICATIONS PACKAGE

A. GENERAL INFORMATION FORM

The Respondent must provide a completed and signed General Information Form as shown in Exhibit C.

B. COVER LETTER

Each Respondent shall submit a maximum two-page letter including the name and address of the organization submitting the qualifications package; a brief description of the Respondent's organization including whether the organization is an individual, partnership, corporation or joint venture.

C. GENERAL REQUIREMENTS

The purpose of the submittal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the needs assessment of Union Station in conformity with the requirements of this request for qualifications. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach for providing the scope of services as defined above.

D. WORK PLAN

The respondent shall provide a detailed work plan describing the methodology proposed for completing each task outlined in the Scope of Work noted above, as well as a proposed schedule and division of team member responsibilities. This will include:

- A listing of all deliverables to be provided by the firm, as appropriate and/or required.
- Identification of the proposed project manager who will be responsible for the day-to-day execution of the project and his or her relevant experience in leading similar efforts.
- Description of any additional services the Respondent plans to provide or that it believes are necessary to the engagement described in this RFQ/P.
- Present the case for the selection of the respondent. Do not repeat the information provided above instead, use this opportunity to indicate the unique qualifications, experience, approach, background and other characteristics of the Respondent that make it the best choice for the District. Include any suggestions for innovative ideas or suggestions for ways to provide the Scope of Work in a convenient, efficient and cost-effective manner.

E. QUALIFICATIONS AND EXPERIENCE

The Respondent shall submit the following information:

- Identification of all professional personnel, including any proposed sub-contractors, who will have actual responsibility for the project, including their specific roles and responsibilities.
- A brief statement of the qualifications of each professional participating in the project, to include his or her involvement in similar projects.
- A brief description of at least three similar projects recently completed by the respondent, listing pertinent project data for each, including cost, funding sources and the name, title and telephone number of a contact person.

F. LICENSE TO PRACTICE IN CONNECTICUT

An affirmative statement should be included indicating that the firm and all assigned key professional staff are qualified to practice in Connecticut.

G. AFFIRMATIVE ACTION PLAN

The Respondent shall include a copy of the Respondent's and any subcontractor's Affirmative Action Plan and a brief description of how the plan is implemented.

H. REQUIRED CERTIFICATIONS

The Proposal must submit the completed and signed certifications shown in Exhibit D. Failure to submit the certifications will result in the proposal not being evaluated.

I. MISCELLANEOUS INFORMATION

The Respondent is encouraged to submit other information which may be pertinent to the evaluation of its Proposal.

3. COST PROPOSAL

Proposer must specify all costs and fees to be charged to provide the Architectural/Engineering Services as stated in this RFQ/P. The cost information shall include all of the costs and expenses by task associated with the provision of the specifications as stated in the scope of work. This information should be presented in the format provided as Attachment E.

SECTION IV – SELECTION PROCESS

1. EVALUATION PROCEDURES

Responses will be evaluated based upon the evaluation criteria contained in this RFQ/P. The approach and procedures are those, which are applicable to a qualifications-based procurement, whereby proposals are evaluated to determine which firms meet the qualification criteria. Cost proposals will not be opened until the firms have been ranked by the selection committee. Discussions and negotiations will be carried out with the highest ranked proposal. The District reserves the right to waive negotiations if so determined.

A Selection Committee will select at least three finalists, who may be required to appear for an interview or to provide additional information to the committee. The committee will rank the finalists in order of qualification and transmit the list of ranked finalists to the District's Executive Director.

If the District is unable to negotiate a satisfactory fee with the first-ranked firm within 30 days, negotiations shall be terminated with that firm and undertaken with the remaining firms in the order in which they were ranked by the committee until an agreement is reached.

The District will select for award the highest ranked, responsible, responsive, qualified respondent, which does not render this procurement financially infeasible and is judged to be the most advantageous to the District based on consideration of the evaluation.

The selected consultant shall be required to enter into a contract with the District.

2. EVALUATION CRITERIA

The final score for each proposal will be obtained by summing the results from each section (Firm's Qualifications and Experience, Key Personnel, and Workplan Approach), with a perfect final score being 100 points. The top Respondents with the highest rating based upon the award criteria may be granted an interview with the Evaluation Committee as part of the review process.

The Evaluation Review Committee shall evaluate all Respondents to determine which meet the District's minimum requirements. The minimum requirements (see page 7 of this RFQ/P) will be an initial cut off point for assessing qualifications.

The District will only consider those proposals that meet the minimum requirements for further evaluation based on the following criteria.

A. FIRM'S QUALIFICATIONS AND EXPERIENCE – 40 Points

Prior similar experience with projects of comparable scale, complexity and significance, including the technical expertise required to successfully complete the Scope of Work. A track record of successful past performance on similar projects, particularly historic structures, demonstrating an acceptable level of creativity, innovation, resourcefulness and positive outcome.

B. KEY PERSONNEL – 30 Points

Experience and qualifications of key personnel; availability of staff and their responsibilities in the provision of this service; adequacy, training and licenses of personnel assigned; and specific experience with historic structures and the Secretary of the Interior's standards for treatment of historic structures.

C. WORKPLAN APPROACH – 30 Points

Appropriateness of proposed project plan and resources to be applied, including the ability to provide the deliverables and complete the assigned tasks expeditiously.

EXHIBIT A
FEDERAL CONTRACT CLAUSES

FEDERALLY REQUIRED CONTRACT CLAUSES

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through

other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

No Obligation by the Federal Government - (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts -

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties

that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Termination for Convenience or Default - The District may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Suspension and Debarment - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as

defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or Respondent certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **District**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the **District**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Respondent agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race,

color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District and the

Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the District is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises –

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **5%**. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the District. In addition, the contractor may not hold retainage from its subcontractors.

d. The contractor must promptly notify Greater Hartford Transit District whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Greater Hartford Transit District.

Americans with Disabilities Act (ADA) – This contract is subject to the requirements of The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District's requests which would cause the District to be in violation of the FTA terms and conditions.

***EXHIBIT B –
PROCUREMENT AND APPEALS PROCESS***

GHTD Procedures and Appeals Process

These appeal procedures cover pre-award, award, and post award phases of the procurement as described below.

The District reserves the right to postpone bid opening for its own convenience and to reject any or all bids and to waive any irregularities.

The District will establish a formal, complete record of the dispute resolution process. The Board of Directors of the District is the final decision maker for the District.

Any changes to specifications or scope of services will be made by written addendum.

1. Pre-Award

Proposers may make appointments with the Executive Director to discuss the scope of services. This, however, does not relieve proposers from written, documented requests for changes or clarifications as described below.

Requests for clarification of or changes in the Scope of Services, and protest of any part of the Scope of Services must be received by the District in writing not less than 18 full days before the date of Response Date. Any request for a change in the Scope of Services must be fully supported with pertinent information.

The District's replies to requests under the above paragraph will be postmarked at least 10 full days before the Response Date. The District in its reply will respond specifically to each material issue raised in the protest.

2. Award

Each proposer will be notified by first class mail of the decision of the District as to the selection of a contractor under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

Any proposer may protest the proposed award of contract in writing submitted to the Executive Director of the District no later than 5 days prior to the proposed effective date of engagement. Any such award protest must be fully supported with pertinent information as evidence that the accepted technical proposal does not meet the RFQ requirements or Scope of Services, or that the District violated its procurement procedures. Upon advice of counsel and the FTA, the District is not obligated to transmit any proprietary or pricing information transmitted to the District in confidence under the provisions of this RFQ. The Executive Director will attempt to resolve the issues raised by protesters prior to the effective date of engagement. If resolution is reached, the Executive Director will issue a decision in the matter and the procurement process will continue. If resolution is not reached, then the issue will be referred to the Board of Directors of the District for a determination and the award of engagement will be delayed until a decision is rendered by the Board. The Board's decision is the final District determination and will take effect not less than five working

days there from to permit a protester to appeal the decision to the FTA. Should such appeal be taken, no award will be made until FTA has issued its ruling.

It is the policy of the District not to proceed with the award phase of any procurement if there is a pending protest.

3. Post-Award

Due to the extensive opportunity offered proposers to protest the pre-award and award phases of the procurement process, post-award protests will only be accepted concerning the alleged failure of a successful bidder or proposer to deliver the procured services pursuant to the Scope of Services.

The District will respond to any such concerns in writing to any such protester. If the District cannot resolve any legitimate issue with its successful proposer, then legal recourse would be pursued. Should the engagement be terminated as a result of such legal action, a re-bid of the procurement would take place.

4. Appeals to FTA

A protest may be filed at any time during the procurement process with FTA as set forth below. FTA, under the provisions of its Circular 4220.1B, will only review protests regarding the alleged failure of the District to have written protest procedures or alleged failure to follow such procedures. Any such appeal to FTA must be in writing and received by FTA not later than five government working days following a final decision rendered by the District or after the District has failed to render a final decision on the protest. Such protest shall be filed with FTA's Region I Office at 55 Broadway, Cambridge, MA 02142 with a copy to the District and must include: the name and address of the protestor; cite the District as the grantee, the number of the RFQ; a statement of the grounds for protest and any supporting documentation; and include a copy of the local protest filed with the District and a copy of the District's decision, if any. In any protested bid, the District shall not award any contract until it verifies with FTA (after 5 days) that no bid protest has been received by FTA. The District will furnish FTA copies of all relevant documents pertaining to the bid.

Upon receipt of a notice that an appeal has been submitted to FTA, the District will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the District will telegraph all proposers or firms who have been furnished a copy of the RFQ that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date.

Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA

EXHIBIT C
GENERAL INFORMATION FORM

General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____

Years in Business: _____

Years in Business Providing A/E Services: _____

Organization is (check one):

- Corporation Partnership Association
 Joint Venture Sole Proprietorship Public Agency
 Quasi-Public Agency Other: (Explain): _____

If the organization is a corporation indicate the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice-President's Name: _____

Secretary's Name: _____

If the organization is an individual or a partnership indicate the following:

Date of Organization: _____

Name and address of all partners: _____

Organization's Authorized Representatives:

Contact for Questions about Proposal: Name _____

Title: _____ Phone: _____

Email Address: _____

Officer responsible for Contract Performance: Name _____

Title: _____ Phone: _____

Email Address: _____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal dated September 20, 2019. The stated Proposal shall be firm for 120 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature: _____

Title: _____

Date: ____ / ____ / ____

EXHIBIT D
REQUIRED CERTIFICATIONS

Certification of Eligibility

_____ hereby certifies that neither
(Name of Proposer)
it nor its "principals" is included on the U.S. Comptroller General's Debarred Bidders List.

Signature: _____

Firm: _____

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.

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.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

_____ I DO CERTIFY

_____ I DO NOT CERTIFY

SIGNATURE: _____

TITLE: _____

DATE: ____ / ____ / ____

Certification of Non-Collusion

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment , or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

Certification For Disadvantaged Business Enterprise

It is the policy of the Greater Hartford Transit District that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this agreement.

The supplier or Contractor agrees to ensure that disadvantaged business enterprises as defined above have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

The Contractor hereby agrees to subcontract a minimum of _____% of the contract to disadvantaged business enterprises.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

Please attach the names and addresses of any and all DBE eligible subcontractors who will perform work on this project, and the approximate dollar amounts to be paid to them. If there is no participation then this must be indicated in the form.

Eligible Contractors Certificate

I, _____, of _____,
Name & Title Name of Firm

hereby certify that it **IS / IS NOT** (circle one) included on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

EXHIBIT E
COST PROPOSAL FORM

COST PROPOSAL FORM

The within Form will be used with respect to the cost aspect evaluation of Proposals. In addition to the contents of this Form, the Proposer may suggest other potential cost factors, which must be specifically identified. As a result thereof, the Proposer may be asked to provide additional detailed cost information.

Name of Organization: _____

Name of Authorized Representative: _____

Authorized Signature _____ Date _____

Architectural and Engineering Services

Site Survey \$ _____

Hazardous Materials Survey \$ _____

Identification of Remediation Needs \$ _____

Preparation of Plans, Drawings, Specifications,
Bid Package and Contract Documents \$ _____

Construction Oversight \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

TOTAL \$ _____

EXHIBIT F
CONTRACT DOCUMENT

AN AGREEMENT BETWEEN
THE GREATER HARTFORD TRANSIT DISTRICT
AND
XXX.

This AGREEMENT is made as of the first (1st) day of _____, 2019 by and between *Firm Name*, a Connecticut corporation with offices at *Address* ("Contractor") and The Greater Hartford Transit District, with offices at One Union Place, Hartford, CT 06103 ("District").

WITNESSETH THAT;

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1. The Contractor's Obligations. The Contractor is responsible for carrying out the Scope of Services contained in the Request for Qualifications No. GHTD-RFQ/P# 02-020, Architectural and Engineering Services – for Roof Replacement Hartford Union Station, issued September 20, 2019 and the tasks and related efforts contained in the Contractor's Proposal received by the District in response thereto on October 23, 2019, attached hereto and incorporated herein as Schedule 1 (the "Services").

ARTICLE 2. The District's Responsibilities. The District shall provide policy direction for the Project. It shall monitor the performance of the Contractor's work on the Project. The District will reimburse the Consultant for allowable Project costs in accordance with the provisions of this Agreement.

ARTICLE 3. Term of Agreement. This Agreement shall have an effective date of _____, 2019. The term of this Agreement shall commence on the effective date and continue for six (6) months until _____, 2020 (the "termination date").

ARTICLE 4. Compensation. The District agrees to compensate the Consultant the maximum of XXX Dollars (\$XXXX) in accordance with and subject to the revised Cost Proposal attached hereto as Schedule 2 and made a part hereof and in accordance with and subject to the terms and conditions set forth in the Agreement.

ARTICLE 5. Personnel and Facilities. The Consultant shall utilize the Project staff and sub-contractors cited in its Proposal as updated and as approved by the District and will provide its own facilities to perform the tasks under this Agreement except for those Project tasks performed by any sub-contractors to the Contractor as cited in the Proposal or as approved by the District. The District reserves the right to approve any changes to said sub-contractors. The financial accounts of all such sub-contractors may be audited in the same manner as those of the Consultant pursuant to Article 6 under this Agreement.

ARTICLE 6. Audits. The Contractor shall permit the authorized representatives of the District to inspect and audit all data and records of the Contractor at reasonable times

relating to its performance under this Agreement through and until the expiration of three (3) years after the final payment under this Agreement.

ARTICLE 7. Indemnification and Insurance. Contractor shall obtain and maintain throughout the term of this Contract (or such longer period as may be specified below, if any) the following insurance:

Commercial General Liability

Commercial General Liability Insurance, including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" form with a combined limit of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, and to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

Workers' Compensation Insurance

With respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and its subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.

Business Automobile Insurance

Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where the insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

Professional Liability Insurance.

If the Contractor or any of its subcontractors are providing design, architectural or engineering services with respect to this Contract, the Contractor and such subcontractors shall carry Professional Liability Insurance Policy in an annual aggregate amount not less than Two Million Dollars (\$2,000,000), which coverage shall be maintained in force for a period of not less than three (3) years after the completion of the work under this Contract.

Certificate of Insurance

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized

to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc.. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers compensation insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District 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 any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from, Contractor's negligence, performance, breach or failure to perform under the Contract or the violation of any applicable law or regulation, and whether done directly, or by or through Contractor's subcontractors or anyone directly or indirectly employed by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether or not such claim, damage, demand, loss, expense,

fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Party). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

The Contractor shall further assume all liability for loss by reason of neglect or violations of federal, state or local laws, ordinances or regulations, and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

ARTICLE 8. Required Contract Clauses. The Contractor shall be required to perform the Services hereunder in accordance with all applicable FTA regulations and the terms and conditions of this Agreement.

The Contractor shall comply with all such FTA requirements in the same manner and to the same extent as the District. Such requirements include The United States of America, Department of Transportation, Federal Transit Administration, Master Agreement, for Federal Transit Administration Agreements which shall include all the laws, rules and regulations. A copy of the applicable regulations is attached hereto and incorporated herein as Schedule 3 "The Federally Required Contract Clauses".

ARTICLE 9. Independent Contractor The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to the District for any purpose. The Contractor shall not be considered an agent of the District under this Agreement and any sub-contract or other obligation incurred by the Contractor in carrying out the Project shall be an obligation of the Contractor and not of the District.

ARTICLE 10. Termination Notice. The District, upon 15 days' prior written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Contractor's failure to render the Services required under this Agreement to the satisfaction of the District, or (b) the termination for any reason of any Grant Assistance Contracts between the District and the State of Connecticut or between the District and the Federal Transit Administration providing State or Federal funds respectively in whole or in part in support of the architectural and engineering services for the Union Station Transportation Center. Upon receipt of written notification from the District that this Agreement is to be terminated, the Contractor shall immediately cease operations on work being performed under this Contract.

In the event of termination, the District shall pay the Contractor services performed up to the termination date.

ARTICLE 11. Ownership of Designs and Material. The ownership of all design and material prepared under this Agreement shall be vested in the District.

ARTICLE 12. Prohibited Financial Interests. No director, officer, or employee of the District, a constituent municipality of the District, or a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 13. Congressional Financial Prohibition. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

ARTICLE 14. Integrity. The Contractor hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this Federally supported contract.

ARTICLE 15. Successors and Assigns. The District and the Contractor each binds itself, its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the District nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

ARTICLE 16. The Agreement. This Agreement consists of (1) this Document; (2) GHTD RFQ/P #02-020 Architectural and Engineering Services; (3) The Contractors submission proposal and Cost Proposal; (4) FTA Required Contract Clauses; and (5) any other provisions referred to in this Agreement.

ARTICLE 17. Extent of Agreement. This Agreement represents the entire and integrated Agreement between the District and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Contractor.

ARTICLE 18. Governing Law. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Connecticut. Nothing contained in this Agreement is intended to nor shall limit the authority or responsibilities assigned to the individual signatories under State or Federal law.

ARTICLE 19. Force Majeure. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such

obligation (except payment of money) is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party.

Each party shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the Services under this Agreement. In any event that either party is prevented or delayed in the performance of its obligations by reason of such Force Majeure, there shall be an equitable adjustment of the schedule, maximum payment amount, and line-item costs.

ARTICLE 20. Changes. It is recognized that the Project is subject to modification as the Services are performed. Accordingly, the District shall have the right to request changes within the general scope of work to be performed by the Consultant consistent with the objectives of the Project and the Consultant shall exercise all reasonable efforts to agree to perform such requested changes in as timely a manner as possible.

In the event that any such change causes an increase or decrease in the cost of performing any of the Consultant's Services, the parties shall agree upon an equitable adjustment of the schedule, maximum payment amount, and line-item costs to the extent that they are affected by such change.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated below.

WITNESSES:

GREATER HARTFORD TRANSIT DISTRICT

Signature of Witness

By: _____
Vicki L. Shotland
Executive Director

Printed Name of Witness

Date: _____

WITNESSES:

XXXXXXXXXXXXX

Signature of Witness

By: _____
Name
Title

Printed Name of Witness

Date: _____

SCHEDULE 1

GHTD RFQ/P # 02-020 ARCHITECTURAL AND ENGINEERING SERVICES

XXXXX PROPOSAL SUBMISSION

SCHEDULE 2
COST PROPOSAL FORM

SCHEDULE 3

FEDERALLY REQUIRED CONTRACT CLAUSE