



Greater New Haven Transit District

840 Sherman Avenue, Hamden, CT 06514

Phone: 203.288.6282 Fax: 203.288.7471

**GREATER NEW HAVEN TRANSIT DISTRICT
REQUEST FOR QUALIFICATIONS
GNHTD RFQ 01-2020**

**ARCHITECTURAL/ENGINEERING SERVICES
FOR
DEVELOPMENT OF A REPAIR AND REHABILITATION PLAN
FOR MAINTENANCE AND ADMINISTRATIVE FACILITY
AT 840 SHERMAN AVENUE
HAMDEN, CT**

Release Date Thursday, January 30, 2020

Pre-Proposal Conference/Site Visit Wednesday, February 26, 2020 @ 10 a.m.

Deadline for Questions Monday, March 2, 2020

Deadline for GNHTD Responses Monday, March 9, 2020

Proposal Due Date and Time Monday, March 23, 2020 by 2:30pm EST

Notification of Contract Award (estimated) Wednesday, April 15, 2020

Contract Commencement (estimated) Wednesday, April 22, 2020

NOTICE

**REQUEST FOR QUALIFICATIONS
GNHTD RFQ #01-2020
ARCHITECTURAL AND ENGINEERING SERVICES
DEVELOPMENT OF A REPAIR AND REHABILITATION PLAN
FOR MAINTENANCE AND ADMINISTRATIVE FACILITY
840 SHERMAN AVENUE, HAMDEN, CT**

The Greater New Haven Transit District (GNHTD or “the District”), seeks to engage an architectural and engineering firm to conduct a condition assessment of GNHTD'S maintenance and administration facility located at 840 Sherman Avenue, Hamden, CT; develop a comprehensive repair and rehabilitation plan for the facility; and, if warranted, a more detailed set of design and construction bid documents for more significant construction work based upon the results of the repair and rehabilitation plan..

A NON-MANDATORY pre-proposal conference/site visit will be held on Wednesday, February 26, 2020 at 10 a.m. at the District's Office located at 840 Sherman Avenue, Hamden, CT to outline requirements and tour the site.

Qualifications shall be submitted on or before **2:30 PM p.m. on Monday, March 23, 2020** to:

Christine Hey
Manager of Grants and Procurement
Greater New Haven Transit District
840 Sherman Avenue
Hamden, CT. 06514

Responses received after the deadline will not be considered and will be returned to the Proposer unopened.

Any contract resulting from this request for qualifications is subject in part to a financial assistance contracts between the District and the Federal Transit Administration and the District 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 federally- and state-required contract clauses as well as applicable equal employment opportunity laws and regulations.

The District hereby notifies all Respondents that in any contract entered into pursuant to this Request for Qualifications, advertisement or solicitation, small and/or disadvantaged business enterprises will be afforded full opportunity to submit proposals in response.

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

Any questions or requests for additional information shall be directed to Christine Hey at 203-281-2505 or at chey@gnhtd.org.

SECTION I - GENERAL INFORMATION

1. INTRODUCTION

The Greater New Haven Transit District (GNHTD or "the District") is a quasi-municipal corporation operating under the authority of Chapter 103a of the Connecticut General Statutes. There are currently ten 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 in the Greater New Haven area.

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 New Haven Area.

To support the door-to-door paratransit services, GNHTD owns, maintains and operates a fleet of approximately 86 cutaway buses.

The District is also the owner and operator of the facility at 840 Sherman Avenue that currently serves as the centralized location for operations, maintenance and administration activities for the regional paratransit system. The site contains a single building located on approximately 2.04 acres of land. The facility was originally built in 1987. The building is approximately 13,700 square feet in size and is the operating headquarters of GNHTD. The facility consists of a bi-level commercial building (primarily administrative), surface asphalt parking lots (employee parking and bus parking), maintenance shop/wash bay, above-ground gasoline storage tank and refueling infrastructure, and a property perimeter chain link fence.

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 greater New Haven area of Connecticut. This project is funded by grants from Federal Transit Administration and the Connecticut Department of Transportation.

The District is soliciting proposals through this Request for Qualifications ("RFQ") from qualified firms interested and capable of performing facility assessment and design services for repairs and rehabilitation to the facility at 840 Sherman Avenue. The specifics of the services, and other documents relevant to this RFQ, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

2. QUALIFICATIONS SUBMITTAL

Respondents shall submit five (5) hard copies and one electronic copy of their Qualifications/Proposal Package prior to **2:30 p.m. local time, Monday, March 23, 2020** to:

Christine Hey
Manager of Grants and Procurement
Greater New Haven Transit District
840 Sherman Avenue
Hamden, Connecticut 06514

Electronic submission shall be by email to chey@gnhtd.org or via a secure cloud-based link.

Qualification Packages shall be prepared as described in Section III of this RFQ.

Late submissions will not be accepted. It is the responsibility of the Respondent to ensure that its Response is delivered to the District by the date and time referred to above. Delivery solely by electronic means will not be accepted.

All costs associated with the preparation and delivery of a Response are the sole responsibility of the Respondent. Respondent shall not include any such expenses incurred in the development of this RFQ or any costs incurred prior to the execution of a formal contract.

A submission of a Response will be considered by the District as constituting a legal offer by the Respondent to perform the required services. Said offer shall be valid for at least 90 days from date of submittal.

3. PROPOSAL INQUIRIES

Communication by any Respondent with any agent or employee of the District on the subject of this RFQ, or the pending process, may result in the Respondent being deemed ineligible with regard to this RFQ. All questions and requests for clarification regarding this RFQ or this process must be submitted in writing to Christine Hey via email chey@gnhtd.org on or before 2:30 p.m., on Monday, March 2, 2020. Please compile all questions and submit on your company's letterhead, as we request only one submission per Respondent. Any corrections or changes to this RFQ will be made by written addendum only and will be distributed to all known recipients of the RFQ document as well as posted on the GNHTD website. **In order to be on the "known recipients" list, all potential respondents must complete the RFQ request form by downloading the RFQ on-line from the GNHTD website at <http://www.gnhtd.org/bid-documents>, or be recorded on the RFQ Pick-up log if you acquire the RFQ in-person or via an email, fax (203-288-7471) or telephone request. It is the responsibility of the potential respondent to make sure they are on the "known recipients" list.**

4. PRE-PROPOSAL SITE VISIT

A non-mandatory pre-proposal conference will be offered by the District on Wednesday, February 26, 2020 at 10 a.m. at 840 Sherman Avenue, Hamden, CT, to outline the requirements that the District will expect of the Contractor, as well as to provide the opportunity to tour the site. Attendance at the site visit, while highly recommended, is not mandatory and is not a condition for final award.

5. QUALIFICATION OF RESPONDENTS

Prospective Respondents must meet the following minimum qualifications to be considered for selection. All Respondents to this RFQ shall have demonstrated experience in supplying such services and shall meet all criteria and requirements identified in the RFQ. 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. The proposed team must include professionals with experience compatible with the proposed project.

6. FUNDING: FEDERAL GRANT REQUIREMENTS

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. 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.

Exhibit B 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 included herein as an integral part of this RFQ.

7. FUNDING: STATE GRANT REQUIREMENTS

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.

Exhibit B sets forth state requirements placed upon vendors who are participating in a project funded in whole or in part with state grants. Its provisions are included herein as an integral part of this RFQ.

8. DBE REQUIREMENT

It is the policy of the District that disadvantaged business enterprises (DBEs) be afforded the maximum opportunity to participate in the performance of all contracts let by the District. 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 what subcontracts and/or overhead purchases with amounts thereof under this project.

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

9. SUBCONTRACTING

If subcontractors are necessary to complete any functions of this scope of services, the Proposer must list the names and business locations of any proposed subcontractors, with their submitted Response, using the form provided in Exhibit A. The District reserves the right to review and approve any subcontractors proposed by the Respondent. Any approval of the subcontractor shall not be construed as making the District party of such contract, giving the subcontractor privities of contract with the District, or subjecting the District to liability of any kind to any subcontractor.

10. PROCUREMENT APPEALS PROCESS

The District's procurement appeals process is contained in Section V - Protest Procedures.

11. VALIDITY OF PROPOSALS

Respondents agree that their proposals remain valid for a period of ninety (90) 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 final contract execution, if requested by such other bidders

By responding to this RFQ, the Respondent implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFQ 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 development process, had no knowledge of the specific contents of this RFQ 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 procurement 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 or all Proposals resulting from this procurement 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 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, 840 Sherman Avenue, Hamden, CT 06514 no later than the date and time scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposals may not be withdrawn for ninety (90) calendar days.

14. INSURANCE/INDEMNIFICATION

Contractor shall obtain and maintain throughout the term of this contract (or such longer period as may be specified below, if any) the insurance as described in the Draft contract included herein as Exhibit B.- Draft Agreement. Contractor shall indemnify the District as described in the draft agreement.

15. ATTACHED EXHIBITS

The following exhibits are included in this RFQ package:

A. Required Forms and Certificates (to be submitted with Proposal)

- General Information Form
- Affirmation of Authorized Representative
- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of DBE Participation
- Certificate for Sub-Contractors

B. Draft Agreement

- Insurance Requirements
- All applicable State and Federal Clauses

SECTION II - TECHNICAL

1. GENERAL STATEMENT OF WORK

The Greater New Haven Transit District (GNHTD) is seeking architectural, engineering and potentially construction management services for a task-based contract which includes multiple projects at the central maintenance and storage facility at 840 Sherman Avenue in Hamden, CT.

The overall goal of this series of tasks is to maintain the facilities and grounds in a state of good repair for a five-year or longer time horizon in advance of a new regional facility being constructed at a new location, and to preserve the asset in a reasonable physical condition so as to optimize its value in the event the property is sold after completion of the new regional facility.

The program envisioned for this project is aimed at updating safety and keeping GNHTD facilities in a state of good repair and providing the facilities needed for the most efficient functionality of the maintenance, administration and operations departments.

This scope of services provides an overview of the tasks envisioned for the program under this RFQ and respondents are encouraged to detail their expertise and experience in each area and to describe their past successful efforts with similar projects. GNHTD is interested in working with an innovative and creative design firm or team with expertise in all areas envisioned in this RFQ. Responders are encouraged to detail their relevant experience and expertise in facility design and construction management related to transit administrative, maintenance and public facilities.

2. TERM OF THE PROJECT

GNHTD expects that all work under this project will be completed within an eighteen-month period from the commencement of a contract, though an extended period of construction and construction management activities could result depending upon the scope of any work tasks generated by the recommendations of the initial assessment work.

3. DETAILED SCOPE OF SERVICES

- A. Review the Building Inspection Report (BIR) prepared by the Connecticut Department of Transportation for the facility conducted in July 2019 as part of their Transit Asset Management condition assessment, and review of recommendations in the report.
- B. Confirm the detailed condition assessment and recommended strategies to address the issues raised by the BIR. Review the work done to-date by the District staff in response to the BIR. Itemize any additional issues that may be uncovered during your own facility assessment.
- C. Examine the following specific items, make recommendations and prepare design or construction documents as necessary and/or indicated:
 - a. Thoroughly evaluate the condition of the roof to identify any structural issues or underlying damage or deterioration caused by past leaks or moisture. Make recommendations for necessary work. Prepare design and construction bid

documents for any repair and/or replacement of roofing components or the roofing system;

- b. Evaluate perimeter security including security fencing and gates around the perimeter of the property and present a plan for any repair or replacement deemed necessary by the evaluation;
 - c. Evaluate pavement quality in the parking areas and look for any symptoms of pavement damage, storm drain/catch basin damage or other conditions that might shorten the expected life span of the pavement.
 - d. Meet with the facility management stakeholders' working group to discuss various other potential study areas which may arise associated with the above tasks or other expansion and improvement projects. GNHTD is aware that as the above noted tasks are being completed, the need may arise for additional services not identified in detail in this scope of services. This task will be used to complete these items and others associated with the general facility improvement goals of this project.
- D. Preparation of Bid and Construction Documents – If requested by the District, the Contractor shall develop bid and construction documents for any substantial repair, rehabilitation or construction projects.
- E. Construction Management Services - Once the construction bid documents for the above tasks are released and the projects awarded, GNHTD may be in need of construction management services including proposal reviews, evaluation of cost proposals, evaluation of requests for approved equals, requests for information and oversight of materials inspection, site inspections, the evaluation of change orders and other construction management services and project close-out services. Proposers should detail their team's experience in this regard. It is noteworthy the construction management services envisioned under this RFQ may be extended to projects at GNHTD already in design or out to bid.

SECTION III - RESPONSE CRITERIA

1. SUBMISSION REQUIREMENTS

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

Five (5) identical hard copies and one (1) electronic copy of the Qualifications Package shall be delivered to the District by the due date. Qualifications shall be enclosed in a sealed envelope (or box) and clearly marked "Facility Repair and Rehabilitation" on the front and the Respondent's complete return address must be included. The complete set of requirements that must be submitted is set forth below in the Qualifications Package section.

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. The Qualifications Package is limited to 20 - 8 ½ X 11 sheets or 40 pages of double-sided prints. Font size 12 points. Required certifications or materials included in Appendices are not considered part of the page limit.

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

The purpose of the submittal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Facility Repair and Rehabilitation project and to provide architectural and engineering assessments, as well as design and potential construction management services in conformity with the requirements of this request for qualifications. The submittal 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 conducting the scope of services as defined above.

A. GENERAL INFORMATION FORM

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

B. COVER LETTER

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

C. 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. Provide an organizational chart that illustrates responsibilities of team

members.

- A resume providing 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. Please focus upon previous experience compatible with the proposed project.
- Present the case for the selection of the respondent. Do not repeat the information provided elsewhere. 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.
- A standard Federal Form 330 shall be submitted.

D. WORK PLAN

This RFQ provides a skeletal description of the scope of work for the project. In this section of the submittal the Proposer shall provide enough detail to illustrate understanding of the project and proposed approach. The work plan should include the following:

- A listing of all deliverables to be provided, as appropriate, and/or required.
- A proposed schedule, including dates for completion of each deliverable
- Description of any additional services the Respondent plans to provide or that it believes are necessary to the engagement described in this RFQ.
- 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. LICENSE TO PRACTICE IN CONNECTICUT

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

F. AFFIRMATIVE ACTION PLAN

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

G. REQUIRED CERTIFICATIONS

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

H. MISCELLANEOUS INFORMATION

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

SECTION IV – SELECTION PROCESS

1. EVALUATION PROCEDURES

Responses will be evaluated based upon the evaluation criteria contained in this RFQ.

GNHTD staff will evaluate all Respondents to determine which meet the District's minimum requirements. The minimum requirements specified herein will be an initial cut off point for assessing qualifications.

The 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.

The District will issue an intent to award to 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 contractor shall be required to enter into negotiation for scope and fees and enter into a contract with the District. The District reserves the right to waive negotiations if such a strategy is determined to be in its best interests.

If the District is unable to negotiate a satisfactory detailed scope of work and fee with the highest-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.

2. EVALUATION CRITERIA

The quantitative scoring for each proposal will be obtained by summing the results from each section indicated below, i.e., Firm's Qualifications and Experience, Key Personnel, Work Plan Approach, and DBE Utilization. The Respondents with the highest ratings based upon the award criteria may be granted an interview with the Selection Committee as part of the review process. The interviews, if held, will provide additional point value.

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 – 30%

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.

B. KEY PERSONNEL – 35%

Experience and qualifications of key personnel likely to be assigned to this project; availability of staff and their responsibilities in the provision of this service; adequacy, training and licenses of personnel assigned.

C. WORKPLAN APPROACH – 35%

Appropriateness of proposed project plan. Demonstrated understanding of the project needs, requirements and constraints. Creative approaches. Resources to be applied and proposed schedule. Thoroughness of the proposal.

D. INTERVIEW (if conducted)

Up to ten (10) extra points will be awarded based upon the quality of the interview as scored by the Committee.

SECTION V - PROTEST PROCEDURES

Bid/Proposal Protest Procedure - This procurement is being conducted in compliance with FTA Circular 4220.1F, as amended, and all applicable federal, state and local procurement regulations. As required by federal regulation, any protests arising under this Invitation for Bid/RFP/RFQ (hereinafter "Bid") shall be handled through the District's protest procedures. This section details protest rights and discusses a process and deadlines by which protests must be submitted in accordance with the "Greater New Haven Transit District Protest Procedures" dated January 2, 2019.

General - Protests will only be accepted by the District from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The District will consider all such protests, whether submitted before or after the award of a contract. The District does not intend to allow the filing of bid protests to unnecessarily delay the procurement process. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged;
2. Provide name, address and telephone numbers of protester;
3. Identify the solicitation or contract number;
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
5. Provide a statement as to what relief is requested.

Protest Before Award - Protests before award must be submitted within five (5) business days prior to bid opening and may only include protests addressing the adequacy of the bid's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of Services or definition of Approved Equals. If the written protest is not received by the time specified, the bid or evaluation process shall continue. Thereafter, all issues and appeals on these matters are deemed waived by all interested parties.

If the Protest is found to have merit, the District will determine if the bid opening should be postponed. If the bid opening is postponed, the District will contact "known recipients" as defined in Section I, subsection 3 that a protest has been filed and that bid opening is postponed until a final decision is issued. Appropriate addenda will be issued regarding any rescheduling of the bid opening.

Protest After Bid Opening - When a protest against the making of an award is received from Bidders whose bids might become eligible for award, Bidders may submit a protest, within five (5) business days of bid opening, conforming to the method detailed in the "General" section above. Award of a contract will be suspended until five (5) business days after the matter is resolved. The District reserves the right to proceed with contract award if it is determined that:

1. The items or services to be procured are urgently requested; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make a prompt award otherwise causes undue harm to the District, the State of Connecticut or the federal government.
4. The protest is found to be without merit.

In the event the District determines that an award is to be made during the five (5) day period or during the pendency of a protest, the Federal Transit Administration (FTA) will be notified prior to the making of the award. FTA reserves the right not to participate in such procurements.

Protest After Award - Protest against an award must be filed with the District within five (5) full working days immediately following the award or a notice of intent to award. This protest shall conform to requirements of the "General" section above. Thereafter, such issues are deemed waived by all interested parties. If it appears that the award may be invalidated and a delay in receiving the supplies or service is not prejudicial to the District's interest, the District shall by a mutual agreement with the contractor, suspend performance on a no-cost basis.

The District Decision on the Protest - The District's Chief Executive Officer or his/her designee will evaluate and make a decision. Following an adverse decision by the District, the protester may file a protest with the Federal Transit Administration (FTA).

Federal Transit Administration (FTA) Review of Protest - Reviews of protests by FTA will be limited to projects with federal funding and a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest or if there is a violation of federal law or regulation. The cognizant FTA Regional or Headquarters Office must receive an appeal to FTA, with a copy to the District, within five (5) working days of the date the protester knew or should have known of the alleged failure of GNHTD to provide written protest procedures or to comply with such procedures. Protesters shall include the District's project/solicitation number, a statement of the grounds for protest and all supporting documentation. This should detail the alleged failure to have protest procedures or the alleged failure to follow procedures. The complaint process stated within that law or regulation will handle violations of Federal law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

Judicial District - The laws of the State of Connecticut shall govern this IFB/RFP/RFQ and any subsequent contract. The venue for any litigation arising from this IFB/RFP/RFQ or contract shall lie in New Haven County, Connecticut.

EXHIBIT A

General Information Form and Required Certificates

General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____

Years in Business: _____

Years in Business Providing A/E Services: _____

Company Federal Taxpayer ID Number: _____

DUNS Number: _____

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: _____

General Information Form

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 Qualifications GNHTD RFQ#01-2020. The stated Proposal shall be firm for ninety (90) days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, non-collusive, and not made in the interest of any person not herein named.

Authorized Signature: _____

Title: _____

Date: ____ / ____ / ____

Affirmation of Authorized Representative

Name of Proposer: _____

Name of Authorized Representative: _____

Relationship to Proposer: _____

By signing below, on behalf of the Proposer, I declare that the Proposer has duly authorized me to make this certification and bind the Proposer's compliance. Thus; the Proposer agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Proposer affirms the truthfulness of this certification it has made, and acknowledges that the program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et. seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Proposer are true and correct.

Contractor's Authorized Official:

SIGNATURE: _____

TITLE: _____

DATE: ____ / ____ / ____

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 statues 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 its 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 New Haven Transit District that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

The supplier or Proposer agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 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 Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their Proposers shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

GNHTD has not established a DBE participation goal for work performed under this Contract by qualified Disadvantaged Business Enterprise firms. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror/Proposer non-responsive.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Please attach the names and addresses of any and all DBE eligible sub-proposers who will perform work on this project, and the approximate dollar amounts to be paid to them using the form on the following page. One form per DBE eligible sub proposer must be provided.

DBE LETTER OF INTENT

Name of bidder's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: _____

Printed Name: _____

Title: Date: _____

For (Company): _____

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I _____ have also attached appropriate Disadvantage Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

EXHIBIT B

Draft Agreement

(All State and Federal Clauses, and Insurance Requirements)

any such change causes an increase or decrease in the cost of performing any of the Contractor'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. The District reserves the right to change or otherwise alter the services outlined in Attachment 2 upon fifteen (15) days written notice to the Contractor. By written mutual agreement, the Contractor agrees to implement those specified changes within a reasonable timeframe but in no case later than thirty (30) days after receipt of notice. The Contractor reserves the right to reject any change or service alteration proposed by the District for good and compelling reasons and will notify the District of said rejection within ten (10) days of receipt of notice. If the Contractor rejects any change or service alteration, the District shall have the right to terminate this Agreement in which no further payments shall be due to the Contractor.

7. State, Local Changes of Law

In the event that any change in State or Local law, rule or ordinance ("Legal Change") directly and solely causes a material increase in Contractor's costs of procuring insurance, employee benefits, an increase in the minimum wage, Contractor may make a written request for additional compensation on account of the same. Any such written request must be made within fourteen days from the date of such change, or the Contractor's right to make such request shall be irrevocably waived. If the Contractor makes a timely written request and proves to the satisfaction of the District that there has been a Legal Change, and such change has directly and solely caused a material increase in the Contractor's costs, the District and Contractor will in good faith negotiate a reasonable increase in the Contractor's compensation.

8. Personnel and Subcontracting

The Contractor shall not subcontract any portion of any work required for the completion of the Agreement without the prior written approval of the District. The Contractor shall utilize the Project staff and sub-contractors cited in its Proposal. All requirements imposed on the Contractor must be passed through to all subcontractors. The Contractor shall supply the District with a certified copy of any subcontract promptly after its execution. The Contractor shall furnish the District with a Certificate of Insurance (COI) showing that the subcontractors are carrying the proper insurance coverage. The District reserves the right to approve any changes to said Personnel and sub-contractors. The financial accounts of all such sub-contractors may be audited in the same manner as those of the Contractor.

9. 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 or State of Connecticut'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 State supported contract.

10. Code of Ethics

The Contractor hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. E&A-10, Subject: Code of Ethics Policy", June 1, 2007.

11. 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. The Contractor shall ensure that all subcontractors are in compliance with the audit requirements set forth in Title 23, Section 172 CFR, as revised when retaining architects, engineers, and/or consultants.

12. Disclosure of Records

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the

governmental function, and (b) indicate that such records and files are subject to Freedom of Information Act and may be disclosed by the public agency pursuant to Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

13. 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.

14. Required Federal 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 applicable required contract clauses are attached hereto and incorporated herein as Attachment 1. The Contractor shall comply with all applicable USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F in the same manner and to the same extent as the District. Anything to the contrary herein notwithstanding, FTA mandated terms shall 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 grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

15. The Agreement

This Agreement consists of (1) this Document; (2) Federally Required Contract Clauses; (3) the Original Bid Document; (4) Contractor's Fee Proposal and SOW; and (5) any other provisions referred to in this Agreement, if any. 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.

16. Termination

The District may terminate this Agreement, in whole or in part, for its convenience and without cause with at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for convenience, the District shall be liable only for payment under the payment provisions of this Agreement for services satisfactorily rendered before the effective date of termination. If the Contractor fails, in the sole discretion of the District, to perform its services in accordance with any of the terms of the Contract Documents, the District may terminate this Agreement for cause by giving written notice to the Contractor. Such termination shall be effective immediately, unless the District states otherwise in its notice of termination. In such event, the Contractor shall be paid only for services performed to the satisfaction of the District, subject to the District's withholding of the value of any damages sustained by the District due to any default by the Contractor. In the event that any termination made pursuant to this paragraph is subsequently shown to have been without cause, such termination shall be deemed and constitute a termination for convenience and therefore shall not constitute a breach of contract by the District.

17. Indemnification and Insurance

The Contractor shall indemnify and hold harmless the District, the directors, officers, employees, and agents of the District, from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives. The District shall indemnify and hold harmless the Contractor, the directors, officers, employees, and agents of the Contractor, from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury

(including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) but only to the extent caused by the District's gross negligence or the willful misconduct or omissions of the District or its employees, agents, subcontractors or representatives and only to the extent related to the performance of this Agreement. Notwithstanding anything contained herein to the contrary, neither party shall be liable for any indirect, incidental, special or consequential damages, whether in contract or tort (including negligence and strict liability) resulting from its performance or failure to perform under this Agreement, including but not limited to loss of anticipated profits or benefits, even if such party has been advised of the possibility of such damages

The Contractor will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of this Agreement and those performed for the Contractor by its subcontractors, the following minimum insurance coverages from an insurance company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect and indemnify the Greater New Haven Transit District (the 'District) from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable:

- A. **Commercial General Liability Insurance.** Contractor shall provide a commercial general liability insurance policy 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" 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, naming Greater New Haven Transit District as additionally insured which shall be primary and non-contributory to any insurance carried by the District, and 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; (5) contractual liability covering the indemnities in this Contract; and (6) waiver of subrogation in favor of the District.
- B. **Commercial Automobile Liability Insurance.** Contractor shall provide commercial automobile insurance with a limit of not less than 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. Such coverage shall also include hired and non-owned automobile coverage. In cases where an 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).
- C. **Workers' Compensation Insurance.** Contractor shall provide workers' compensation and employer's liability insurance with respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, 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. Limits shall be no less than One Million Dollars (\$1,000,000) each accident by bodily injury; One Million Dollars (\$1,000,000) each accident by disease; and a policy limit of One Million Dollars (\$1,000,000). Such policy shall contain a "waiver of our right to recover from others endorsement" in favor of the District.
- D. **Umbrella Liability Insurance.** Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of Nine Million Dollars (\$5,000,000) each occurrence and Nine Million Dollars (\$5,000,000) in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by the District.
- E. **Errors/Omission: Professional Liability.** Contractor shall provide, errors & omissions coverage covering the contractor's professional liability with a limit of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate and maintain such policy for the duration of the project.

- F. **Contractors Pollution Liability.** Contractor shall provide contractors pollution liability in the amount of Five Million Dollars (\$5,000,000) each incident and Five Million Dollars (\$5,000,000) in the aggregate.

In conjunction with the above, the Contractor agrees to furnish to the District prior to commencement of the work, a Certificate of Insurance fully executed by an insurance company or companies describing the coverage and providing that the insurer shall give the District written notice at least ten (10) days in advance of any termination, expiration or changes in coverage. Prior to the termination or lapse of any such insurance coverage, the Contractor shall submit a similar additional certificate of insurance to the District. Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy or policies 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 such insurance coverages shall name the District as an additional insured except for Workers' Compensation Insurance coverage, provide a waiver of subrogation and such insurance shall be primary and non-contributory.

18. 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.

19. Dispute Resolution

The parties hereby agree that only for disputes that arise between Contractor and District concerning a claim for breach of the obligation to pay fees, such disputes be submitted to final and binding arbitration before a single arbitrator pursuant to the Commercial Arbitration rules of the American Arbitration Association, such arbitration proceeding to be held in Connecticut. The submission for arbitration shall be made by either party not later than the sixtieth (60th) day following the filing of a claim by Contractor or District. The parties shall share the costs of such arbitration proceeding equally and they agree that any arbitration award shall be final and binding.

20. Compliance with Laws and Regulations

Contractor agrees to comply with all state, county, municipal, and other local laws, rules and regulations including but not limited to the Immigration Reform and Control Act of 1986 which are now or may in the future become applicable to Contractor and Personnel.

21. Certificate of Compliance

At any time at the request of the District, the Contractor shall submit to the District a certificate of an appropriate officer of the Contractor which indicates compliance with the provisions of this Agreement and which has attached copies of any documents in support of the certification. If requested by the District, such certification shall be on a form provided by the District.

22. Connecticut Required Contract/Agreement Provisions (SEEOR)

Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, are incorporated as a material term, and the Contractor shall be required to include this requirement in any of its subcontracts, SEEOR attached hereto and incorporated herein.

23. Executive Order

This Agreement is subject to the provisions of 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 the Agreement as if they had been fully

set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, the District shall provide a copy of these orders to the Contractor.

24. Independent Contractor

Contractor's relationship with District is that of an independent contractor, and nothing in this Agreement shall be construed to designate Contractor, or any of its employees, as employees, agents, joint ventures, or partners of District. Contractor shall exercise its own discretion over the method and manner of performing its duties and District will not exercise control over Contractor, its employees, equipment or facilities except insofar as may be necessary to ensure performance and compliance with this Agreement. None of the benefits of District's employees are available to Contractor's employees

25. Assignment

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 prior written consent of the other, such consent not to be unreasonably withheld. Any attempt to assign this Agreement without consent shall be void.

26. Authority

Each person signing this Agreement on behalf of a party hereto represents and warrants that such person has full authority to enter into this Agreement on behalf of that party.

28. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic PDF transmission shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall become effective upon execution and delivery of the signature page by each party hereto as herein provided.

29. Captions

The captions herein are provided for convenience only and shall not affect or determine the parties' substantive rights under this Agreement.

30. Severability

In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the parties agree to negotiate in good faith to modify this agreement so as to effectuate their original intent.

31. Notices

All notices required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by first class mail or hand delivered or sent via a recognized national overnight delivery service to:

If to Contractor:

If to District:

Greater New Haven Transit District

840 Sherman Avenue

Hamden, CT 06514

Attn:

Attn: Mario Marrero, Interim Executive Director

32. Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the internal 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.

In Witness Whereof, the parties hereto have set their hands on the day and year indicated below.

Greater New Haven Transit District

By: _____ Date: _____
Mario Marrero
Interim Executive Director

Witness:

_____ Signature
Print Name

Contractor

By: _____ Date: _____

Witness:

_____ Signature
Print Name

**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS SPECIFIC EQUAL
EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

- Contractors and Subcontractors
- Consultants and Subconsultants
- Suppliers of Materials and Vendors (where applicable)
- Municipalities (where applicable)
- Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Equal Employment Opportunity Officer:

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy:

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. Recruitment:

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will through his/her EEO Officer, identify sources of potential minority group employees, and applicants may be referred to the Company for employment consideration.

If the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

- a. The Company will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The general contract provisions entitled A (76) Affirmative Action Requirements is made part of this document by reference.

7. Training and Promotion:

- a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.
- d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions:

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly go through a contractor's association acting as agent will include the procedures set forth below:

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.
- c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limits set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. Subcontracting:

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority owned construction firms from the Division of Contract compliance.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports:

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 1. The number of minority and non-minority group members and women employed in each classification on the project;
 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 3. The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.
- c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. Affirmative Action Plan:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action Plan.

Attachment 1

Federal Clauses

Federal Clauses

1. No Government Obligation to Third Parties

GNHTD and the 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 GNHTD, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. False of Fraudulent Statements or Claims

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. Access to Third Party Contract Records

a. Record Retention

The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records

The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance

The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

4. Changes to Federal Requirements

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 GNHTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. GNHTD shall notify the Contractor of these changes as they may arise. The Contractor's failure to so comply shall constitute a material breach of this contract.

5. Termination

a. Termination for Convenience

GNHTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the District's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GNHTD to be paid the Contractor. If the Contractor has any property in its possession belonging to GNHTD, the Contractor will account for the same, and dispose of it in the manner GNHTD directs.

b. Termination for Default

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, GNHTD may terminate this contract for default. GNHTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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 GNHTD.

c. Opportunity to Cure

GNHTD, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach

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

e. Termination for Convenience or Default

GNHTD may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of GNHTD or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the GNHTD, or property supplied to the Contractor by the GNHTD. If the termination is for default, GNHTD may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GNHTD and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of GNHTD, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, GNHTD determines that the Contractor has an excusable reason for not performing, GNHTD, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

6. Civil Rights

GNHTD is an Equal Opportunity Employer. As such, GNHTD agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, GNHTD agrees to comply with the requirements of 49 U.S.C. 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. Nondiscrimination

In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, 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.

c. Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

d. Disabilities

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7. Disadvantage Business Enterprise

It is the policy of GNHTD and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of GNHTD to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. § 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. § 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. GNHTD shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, GNHTD may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the GNHTD.

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the District deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

GNHTD requires the prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the District makes to the prime contractor (49 C.F.R. § 26.29(a)).

The Contractor must promptly notify GNHTD 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 GNHTD.

8. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by FTA, 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 requests which would cause GNHTD to be in violation of the FTA terms and conditions.

9. Government-Wide Debarment and Suspension

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid, proposal, or contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by GNHTD. If it is later determined by GNHTD that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to GNHTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. 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.

11. ADA Access

The Contractor agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR § 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR § 37.

12. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that each of its Subcontractors: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

13. State, Territorial, and Local Law

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the Contractor must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the Contractor to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus, if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the Contractor to violate any State, territorial, or local law, regulation, or ordinance, the Contractor agrees to notify FTA immediately in writing. Should this occur, FTA and the Contractor agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

14. Architectural Engineering and Related Services

When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Contractor agrees to comply and assures that each of its Subcontractors will comply with 49 U.S.C. § 5325(b).

Attachment 2

Contractor's Proposal (SOW)

