



MIDDLETOWN TRANSIT DISTRICT

REQUEST FOR PROPOSAL

AUDITING SERVICES

March 5, 2019

SECTION I

BACKGROUND

MIDDLETOWN TRANSIT DISTRICT is transit district, formed under Chapter 103(a) of the Connecticut General Statutes, by the town of Middletown in 1979. Although the District has one participating member municipality, the City of Middletown, it is a regional service provider. The district operates fixed route and demand response service within Middletown and Portland and East Hampton and demand response service in Middlefield and Durham. The district operates 20 buses and carries approximately 305,000 passengers annually. The district's office is located in Middletown, CT.

MIDDLETOWN TRANSIT DISTRICT's fiscal year begins on July 1 and ends on June 30 with an annual operating budget of \$2.7 million. The State of Connecticut, Federal Transit Administration, and member towns subsidize the operations of **MIDDLETOWN TRANSIT DISTRICT** in the amount of the annual operating deficit. The Middletown Transit District receives grants from two funding sources, each of which is accounted for individually on the district's books.

MIDDLETOWN TRANSIT DISTRICT prepares its budgets on a basis consistent with generally accepted accounting principles. Financial statements will be made available as generated from Quickbooks accounting package.

This RFP is not to be construed as a commitment of any kind, nor does it commit **MIDDLETOWN TRANSIT DISTRICT** to pay for costs incurred in the submission of a Proposal or for any costs incurred prior to the execution of a formal contract.

SECTION II

SPECIFIC TERMS AND CONDITIONS

COMMUNICATIONS. In connection with this RFP, communications shall be in writing only and shall be addressed to Ms. Lisa Seymour, Administrator. Proposals will be submitted to the attention of Ms. Lisa Seymour. The address for U.S. mail and hand delivery is **MIDDLETOWN TRANSIT DISTRICT**, 340 Main St., Middletown, CT 06457. The telephone number is (860) 346-0212 ext. 100 and the fax number is (860) 347-8314. It is the responsibility of the Proposer to assure that correspondence has been received by **MIDDLETOWN TRANSIT DISTRICT**. Any questions or comments directed to other **MIDDLETOWN TRANSIT DISTRICT** employees, officials or agents may result in an Offeror's Proposal being disqualified.

DISADVANTAGED BUSINESS ENTERPRISE (DBE). Please be advised that no Disadvantaged Business Enterprise (DBE) goal has been assigned for this procurement. If a responding Proposer determines that subcontracting opportunities exist, the firm must document their good faith effort to provide opportunities for DBE firms to participate. All firms are advised that the Prime Vendor must perform the major part of the work with employees of the firm.

CONTRACT TERM. The contract will commence for fiscal year 2019. The initial contract term will be for a period of three years terminating after fiscal year 2021. Two additional one year option renewals may be made at the sole discretion of **MIDDLETOWN TRANSIT DISTRICT** for the Auditing Services. The contract shall cover all functions described in this document for the three-year period and any subsequent renewal period that may be offered.

PROPOSAL QUESTIONS/CLARIFICATIONS AND/OR SUGGESTIONS. Proposers are encouraged to make suggestions and recommendations regarding the specifications and content of this Proposal. All suggestions will be reviewed by **MIDDLETOWN TRANSIT DISTRICT** and will be addressed in writing via an addendum. Additionally, questions and/or requests for clarifications regarding the content of this Proposal are to be submitted in writing and will be addressed in the same addendum format. If a Proposer feels a conflict exists between what is considered a good practice and these specifications, he/she shall state in writing all objections prior to submitting a Proposal.

All interested Proposers who request a Proposal will receive all issued addenda. All items meeting the requirements of this section must be submitted in writing to the attention of Lisa Seymour and must be received by 3:00 PM on Friday, March 29, 2019.

ADDENDA. **MIDDLETOWN TRANSIT DISTRICT** reserves the right to revise or amend the specifications up to the time set for submitting the Proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Proposers. If the revisions and addenda require changes in quantities or specifications, or both, the date set for submitting Proposals must be postponed by such number of days as in the opinion of **MIDDLETOWN TRANSIT DISTRICT** shall enable Proposers to revise their Proposals.

Proposers must acknowledge receipt of addenda on the form included with the addenda. Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation.

PROPOSAL DUE DATE. Proposals are due on or before Friday, April 19, 2019 at 3:00 pm. The address for U.S. mail and hand delivery is **MIDDLETOWN TRANSIT DISTRICT**, 340 Main St. Middletown CT 06457.

INVOICES AND INTEREST. Invoices shall be sent to **MIDDLETOWN TRANSIT DISTRICT**, 340 Main St Middletown CT 06457. Invoices must contain sufficient documentation of all expenses, and must contain the purchase order number. **MIDDLETOWN TRANSIT DISTRICT** will not pay interest on unpaid or disputed invoices, whether due or overdue.

PROPOSAL WITHDRAWAL/AWARD. Each and every Proposer who submits a Proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any Proposal after it has been deposited with **MIDDLETOWN TRANSIT DISTRICT**, provided any Proposer makes his/her request in

writing, one (1) hour before time that Proposals are due. No Proposer may withdraw his/her Proposal within ninety (90) calendar days after the Proposal opening. **MIDDLETOWN TRANSIT DISTRICT** reserves the right to make an award within ninety (90) calendar days from the date Proposals are due, during which time, Proposals shall not be withdrawn.

OPENING OF PROPOSALS. Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Evaluating Committee and other procuring officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation results during this period.

PROCUREMENT PROCESS. In addition to the responsiveness to specifications, there are other factors that may also be considered in the procurement of such services in order to determine what is in the best interest of **MIDDLETOWN TRANSIT DISTRICT** and is the most efficient and economical use of public funds.

ACCEPTANCE/CONTRACT. Each Proposal is to be submitted with the understanding that the acceptance in writing by **MIDDLETOWN TRANSIT DISTRICT** of the offer described herein shall constitute a contract between the Proposer and **MIDDLETOWN TRANSIT DISTRICT**, which shall bind the Proposer in accordance with the terms and conditions of this RFP. The contract shall be considered as made in Connecticut, and the construction and enforcement of it shall be in accordance with the laws of the State of Connecticut. The successful Proposer will be required, within ten (10) days after receiving written notice to do so, to enter into an operating contract with **MIDDLETOWN TRANSIT DISTRICT**. The terms and conditions of a final contract between **MIDDLETOWN TRANSIT DISTRICT** and the successful Proposer will be subject to negotiation. The contract will be considered a part of these specifications and is incorporated by this reference.

AWARD. Contracts will be awarded to the highest scored responsive and responsible Proposer, whose Proposal is most advantageous to **MIDDLETOWN TRANSIT DISTRICT**, all factors being considered.

MIDDLETOWN TRANSIT DISTRICT RESERVES THE RIGHT TO INTERVIEW; REVIEW MATERIAL AND/OR VISIT QUALIFIED RESPONDENT FACILITIES. MIDDLETOWN TRANSIT DISTRICT RESERVES THE RIGHT TO NEGOTIATE ANY PART OF THIS PROPOSAL INCLUDING ON A COST ELEMENT BASIS AND/OR REQUEST A BEST AND FINAL PROPOSAL. ADDITIONALLY, MIDDLETOWN TRANSIT DISTRICT RESERVES THE RIGHT TO AWARD ON THE BASIS OF INITIAL PROPOSALS SUBMITTED WITHOUT ANY NEGOTIATIONS OR DISCUSSIONS. PROPOSALS SHOULD BE SUBMITTED INITIALLY ON THE MOST FAVORABLE TERMS POSSIBLE, FROM A TECHNICAL STANDPOINT. MIDDLETOWN TRANSIT DISTRICT ADDITIONALLY RESERVES THE RIGHT TO DISCARD ALL PROPOSALS AND REISSUE SAID RFP. MIDDLETOWN TRANSIT DISTRICT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR VARIATION IN ANY PROPOSAL THAT IT DEEMS TO BE IMMATERIAL OR TO REJECT ANY OR ALL, OR ANY PART OF ANY PROPOSAL IF SUCH ACTION IS DEEMED TO BE IN THE BEST INTEREST OF MIDDLETOWN TRANSIT DISTRICT .

SINGLE PROPOSAL IF RECEIVED. If only a single Proposal is received, **MIDDLETOWN TRANSIT DISTRICT** may require that the Proposer provide a cost analysis or a price comparison between that of similar equipment, materials, supplies, and/or services to assure that the price is fair and reasonable. If requested, the Proposer shall provide the cost analysis or price comparison within seven (7) calendar days of the date requested. **MIDDLETOWN TRANSIT DISTRICT** reserves the right to reject or accept the Proposal on the basis of the cost analysis or price comparison.

ASSIGNMENT. The selected Proposer shall not assign, transfer, convey or otherwise dispose of, in whole or part, the contract, purchase order or any award relating to this RFP without the prior written approval of **MIDDLETOWN TRANSIT DISTRICT**, which approval **MIDDLETOWN TRANSIT DISTRICT** may withhold in its sole and absolute discretion.

In case any work, materials or equipment which are mentioned, specified or indicated or otherwise provided for in the contract or in the specifications forming a part of the contract shall be required to be omitted from, in or about the work, the Proposer shall, if ordered by the Administrator or his/her designee, upon ten (10) days prior written notice, omit the performance of such work and the furnishings of such materials or equipment and there shall be deducted from the amount to be paid to the Proposer the amount which the Administrator or his/her designee and the Proposer shall

determine and mutually agree to be the reasonable value of such work, materials and equipment, and such determination and agreement shall be final and conclusive upon the Proposer.

It is understood, however, that the amount of work, materials or equipment required by the contract shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as to substantially alter the general character or extent of the contract.

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

CONTRACT TERMINATION. In the event that this contract is terminated, for any valid reason **MIDDLETOWN TRANSIT DISTRICT** reserves the right to award this contract to the second highest-ranking Proposer based on the original evaluations and/or procure such items in any manner it determines to be in its best interest and the selected Proposer shall be liable to **MIDDLETOWN TRANSIT DISTRICT** for any excess costs for such similar materials or services.

CONTRACTOR EVALUATION/DEMAND TO CURE. Failure to cure deficiencies in performance relative to any of the standards or requirements set forth in this document will result in a "demand to cure" notification to the Contractor from **MIDDLETOWN TRANSIT DISTRICT**. The third documented notification of a "demand to cure" within any 12-month period may be grounds to cancel this contract for cause.

EXTENSION OF TIME. **MIDDLETOWN TRANSIT DISTRICT** may determine, in its sole and absolute discretion, that a reasonable extension of time for completion of delivery of services contemplated hereunder may be made under the following conditions:

When the Vendor is delayed due to cause beyond his/her control including, but not limited to strikes, fire, flood, earthquake, storm, acts of God, explosion, war, insurrection, riots, acts of any government (including judicial action), and/or any other cause similar to the foregoing. A delay shall be construed as being beyond the selected Proposer's control only if the delay was not reasonably expected to occur in connection with or during the selected Proposer's performance, and it was substantial and in fact delayed the total progress of the work, and it could not adequately have been guarded against by contractual or legal means. When the selected Proposer is delayed in progress regarding one area of fulfilling the agreement, but can proceed with performance in another area, he or she must so proceed.

Requests for extensions of time shall be in writing and specify the nature of the cause of the delay, and such other proofs as are reasonably related to the cause of the delay. The selected Proposer shall provide **MIDDLETOWN TRANSIT DISTRICT** with all information reasonably required by it to make a decision on the request.

SILENCE OF SPECIFICATIONS. The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best acceptable commercial practice is to prevail and that only services of the highest standard are to be used. All interpretations of these specifications shall be made on the basis of this statement.

SECTION III

GENERAL TERMS AND CONDITIONS

INVESTIGATION OF CONDITIONS. Proposers are directed to read the specifications and terms of this Proposal carefully, as no additional compensation will be granted for failure to inform him/her and or miscalculations.

MIDDLETOWN TRANSIT DISTRICT RIGHTS. **MIDDLETOWN TRANSIT DISTRICT** reserves the right to procure any item/service by any other means if determined to be in its best interest.

MIDDLETOWN TRANSIT DISTRICT has sole and exclusive right and title to all printed material produced for **MIDDLETOWN TRANSIT DISTRICT** and the Contractor shall not copyright the printed matter produced under this contract.

The Contractor agrees that it is in compliance with all applicable, federal, state and local laws and regulations. The Contractor also agrees that it will hold the State and **MIDDLETOWN TRANSIT DISTRICT** harmless and indemnify the State and **MIDDLETOWN TRANSIT DISTRICT** from any action that may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations.

No Proposal will be accepted from nor will any contract be awarded to any person or firm that is in arrears to **MIDDLETOWN TRANSIT DISTRICT** upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to **MIDDLETOWN TRANSIT DISTRICT** or that has failed to perform faithfully in any previous contract with **MIDDLETOWN TRANSIT DISTRICT**.

MIDDLETOWN TRANSIT DISTRICT reserves the right to waive any informalities or variations in any Proposal that it deems to be immaterial, or to reject any or all, or any part of any Proposals if such action is deemed to be in the best interest of **MIDDLETOWN TRANSIT DISTRICT**.

MIDDLETOWN TRANSIT DISTRICT reserves the right to extend the contract for up to three (3) months if a new contract is not in place. The Proposal package will continue to be in effect during this three-month timeframe. The successful Proposer will be notified by **MIDDLETOWN TRANSIT DISTRICT** if this right is taken.

DUTY TO INFORM. If a Proposer becomes aware of any discrepancy, ambiguity, error or omission in this solicitation package, the Proposer shall report it to **MIDDLETOWN TRANSIT DISTRICT**. **MIDDLETOWN TRANSIT DISTRICT** will determine the necessity for clarification and may issue an addendum as a result. If at any time during the performance of this contract the contractor becomes aware of actual or potential problems, faults or defects in the project or any non-conformance with any contract document, Federal, State or local law, rule or regulation, the contractor shall give immediate written notice thereof to **MIDDLETOWN TRANSIT DISTRICT**.

DISQUALIFICATION OF PROPOSERS. Proposers may be disqualified and Proposals may be rejected for any of, but not limited to, the following causes:

- Failure to use the RFP Proposal Forms furnished by **MIDDLETOWN TRANSIT DISTRICT**;
- Lack of signature by an authorized representative on the RFP Proposal Forms;
- Failure to properly complete the RFP Proposal Forms and certifications;
- Evidence of collusion among Proposers;
- Unfairly represents or conceals any material fact in the Proposal;
- Failure to Conform to the law or specifications of this Proposal; or
- Unauthorized alteration of the RFP Proposal Forms.

RIGHTS AND REMEDIES. The duties and obligations imposed by this contract and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Failure of **MIDDLETOWN TRANSIT DISTRICT** to act shall in no way constitute a waiver of any right afforded to in under this agreement, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this agreement, except as may be specifically agreed in writing by **MIDDLETOWN TRANSIT DISTRICT**.

LAW AND VENUE. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of law principles would dictate otherwise. This Agreement shall be deemed to have been made in Middletown, Connecticut.

The contractor irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Middlesex County at Middletown, CT or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the States immunities.

CONTRACT INCORPORATION AND REQUIRED CERTIFICATIONS. Proposer should be aware that the contents of the successful Proposal as well as the entire content of this RFP and attachments would become a part of the subsequent contractual documents. Additionally, the Proposer should be aware of the contents of the certifications contained herein, that it will be required to execute as required by Federal Transit Administration (FTA), State of Connecticut and **MIDDLETOWN TRANSIT DISTRICT** guidelines. Failure of Proposer to accept these obligations will result in the rejection of its Proposal or cancellation of any award. The model clauses set forth in this RFP are adopted and expressly made part of this RFP, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to **MIDDLETOWN TRANSIT DISTRICT** and/or State of Connecticut, and all references to the Proposer/Offeror shall refer to the party awarded the contract with **MIDDLETOWN TRANSIT DISTRICT**.

INDEMNITY AND INSURANCE. The Contractor agrees to, and will, indemnify and save harmless **MIDDLETOWN TRANSIT DISTRICT**, and the State of Connecticut and its officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "indemnities") harmless from any liability in any amount for claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Second Party and/or of its subcontractors under this Agreement, including any supplement thereto, or resulting from the non-performance of the Second Party and/or any of its subcontractors of any of the covenants and/or specifications of this Agreement including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Contractor's performance under this contract. The Contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services. Contractor further agrees to, and will, defend indemnities, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Contractor's responsibilities as contemplated by the Contract. Contractor's obligations and duties as established in this Section will be in force and apply to Contractor's acts, omissions, or failures to act of any kind, whether negligent, the result of Contractor's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended the acts, omissions or failures to act of parties other than the Contractor (including indemnities) caused or contributed to the losses, injuries or damages claimed.

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

The Proposer shall further assume all liability for loss by reason of neglect or violations of Federal, State, of Local laws, ordinances or regulations, and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

INTERPRETATION OF LANGUAGE. After contract award and during the course of the contract period should any question arise as to the interpretation of any language of this RFP or of any other contract document, the question shall be submitted to **MIDDLETOWN TRANSIT DISTRICT**'s Administrator or his/her designee, who shall interpret the language. His/Her interpretation shall be conclusive.

WAIVER. The waiver of any provision, term or condition herein by **MIDDLETOWN TRANSIT DISTRICT** on any occasion shall not constitute a general waiver and shall not release the selected Proposer from the obligation of otherwise performing or observing such provision, term or condition.

SUBJECT TO FINANCIAL ASSISTANCE. The items/services described in these specifications are to be purchased with funding from the State of Connecticut DOT, the FTA, and the Middletown Transit District. The award of this contract is subject to financial assistance provided to **MIDDLETOWN TRANSIT DISTRICT** by the Connecticut DOT and the FTA. In the event that funding from these sources is eliminated or decreased, **MIDDLETOWN TRANSIT DISTRICT** reserves the right to terminate any or all contracts resulting from this RFP and/or related purchase orders, or modify it or them, accordingly. The successful Proposer will be required to comply with all terms and conditions prescribed for third party contracts by the FTA and the Connecticut DOT.

AFFIDAVITS. If applicable the contractor will be required to annually submit updated affidavits. See Section VI State Required Forms & Clauses for more information.

ENTIRE AGREEMENT. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supercede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut. Nothing contained in this Agreement shall be construed as an agreement by the State to directly obligate the State to creditors or employees of the Second Party.

THIRD PARTY CONTRACT REQUIREMENTS. The successful Proposer(s) will be required to comply with all terms and conditions prescribed for third party contracts by the FTA and ConnDOT.

PROCUREMENT PROCESS. This procurement is following the process as provided for in **MIDDLETOWN TRANSIT DISTRICT**'s Purchasing Procedures, as amended. In addition to price and the responsiveness to technical specifications, there are other factors that may also be considered in the procurement in order to determine what is in the best interest of **MIDDLETOWN TRANSIT DISTRICT** and is the most efficient and economical use of public funds.

INVESTIGATION OF CONDITIONS. Proposers are directed to read the specifications and terms of this Proposal carefully, as no additional compensation will be granted for failure to inform him/her and or miscalculations.

RESPONSIBILITY TO PRODUCE. Specifying brand name components and/or equipment in the specifications shall not relieve the Proposer from his or her responsibility to produce the product in accordance with the performance warranty and contractual requirements. The Proposer is responsible for notifying **MIDDLETOWN TRANSIT DISTRICT** of any inappropriate brand name that may be called for in the specifications and to propose a suitable substitute for consideration.

OMISSION OF DETAILS. No advantage shall be taken by the manufacturer in the omission of any part or detail that is required to make the supply complete and ready for utilization, even though such detail is not mentioned explicitly in the specifications. All such omissions not herein specified shall conform to the highest standards in the industry.

PROTEST PROCEDURES FOR PROCUREMENTS WITH FEDERAL FINANCIAL INTEREST. Any protest by an interested party regarding a procurement shall be made in accordance with the following. Alleged violations of certain federal requirements provide a separate complaint procedure. See for example, Buy America Requirements and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs.

Types of Protests. There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

1. A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by MTD requesting bids from vendors or other interested parties.
2. A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
3. A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or MTD policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

Standards. All Protests must be filed in writing with the MTD Administrative Offices, Administrator, 340 Main St. Middletown CT 06457, or electronically at lseymour@mtdct.org. No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of MTD's administrative remedies before pursuing a protest with the FTA.

MTD's Administrator shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Administrator must be in writing and shall include a response to each substantive issue raised in the Protest. Any Decision by the Administrator may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Administrator's Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Administrator for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protester may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors' decision shall constitute MTD's final administrative determination.

If MTD postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, MTD will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until MTD has issued its final Decision.

The Protester may withdraw its Protest or Appeal at any time before MTD issues a final decision.

Reviews of Protests by FTA are limited to 1) MTD's failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under MTDs protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region I
Transportation Systems Center
Kendall Square
55 Broadway, Suite 920
Cambridge, MA 02141-1093

Phone:617-494-2055
Fax: 212-668-2136

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

SECTION IV

SPECIFICATIONS

I. RESPONSIBILITY SPECIFICATIONS. The entire content of the Responsibility Questionnaire will be evaluated. Those items will include but not be limited to the following items.

(a) Quality Assurance Provision

The selected Proposer shall establish and maintain an effective quality assurance procedure. The Quality Assurance Procedure shall guarantee quality control over all aspects of the project. The procedure shall also control the quality of equipment and services supplied. This section will be evaluated as a part of the responsibility criteria.

(b) Qualification of Proposers

Services will be acceptable only if they are offered by a person, firm or corporation with the following qualifications:

1. Adequate experience and verifiable history in the provision of services sought through this procurement;
2. Adequate personnel available to remedy any service problems. Vendor must supply a written name and phone number of a contact for service and billing;
3. Adequate equipment, personnel and financial resources to fulfill the agreement in a satisfactory manner within the time specified;

(c) Subcontracting

If subcontractors are necessary to complete any functions of this requirement, the Proposer must disclose this information in the appropriate location on the Responsibility Questionnaire. **MIDDLETOWN TRANSIT DISTRICT** reserves the right to review and approve any subcontractors proposed by the Proposer. Any approval of the subcontractor shall not be construed as making **MIDDLETOWN TRANSIT DISTRICT** party of such contract,

giving the subcontractor privity of contract with **MIDDLETOWN TRANSIT DISTRICT**, or subjecting **MIDDLETOWN TRANSIT DISTRICT** to liability of any kind to any subcontractor. Subcontracting will be evaluated as a component of the responsibility criteria.

Proposals must address individually each of the items above relative to the qualification of and quality assurance program of the Proposer.

SCOPE OF SERVICES

MIDDLETOWN TRANSIT DISTRICT is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2019, 2020 and 2021 with two one year options for fiscal years 2022, and 2023. These audits are to be performed in accordance with the provisions contained in this request for Proposal.

The purpose of the Proposal is to determine the qualifications, competence and capacity of the firms seeking to undertake an independent audit of **MIDDLETOWN TRANSIT DISTRICT** in conformity with the requirements of this request for Proposals. As such, the substance of Proposal will carry more weight than their form or manner of presentation. The Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for Proposal requirements.

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the request for Proposals.

The auditor's main contact with **MIDDLETOWN TRANSIT DISTRICT** will be the Finance Manager or a designated representative who will coordinate the assistance to be provided by **MIDDLETOWN TRANSIT DISTRICT** to the auditor.

Office space will be provided in close proximity to the financial records. Telephones will be made available as well as the use of fax and copy machines during the engagement. The auditor will be required to provide its own equipment and other office materials.

Scope of Work to be Performed. The primary purpose of the audit is to express an opinion on the general purpose financial statements taken as a whole and that the audit is subject to the inherent risk that errors or irregularities may occur and not be detected. **MIDDLETOWN TRANSIT DISTRICT** desires the auditor to express an independent opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

Auditing Standards to be Followed. To meet the requirements of this request for Proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the standards for financial audits set forth in the U.S. Comptroller General's Government Auditing Standards.

Reports to Be Issued. Following the completion of the audit of the fiscal years financial statements, the auditor shall issue, as required by generally accepted auditing standards and Government Auditing Standards and the Connecticut General Statutes, including but not limited to, the following:

- All reports and schedules generated by prior auditors, which are included in the Audited Financial Statements.
- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk along with compliance with applicable laws and regulations.

- Reports on the internal control structure used in administering federal and state financial assistance.
- A state single audit must be prepared and submitted.
- A federal single audit, as required by federal guidelines, may be required during some or all of the fiscal years, to be priced as an optional service.
- Reports on the supplementary schedules of federal and state financial assistance pertaining to reporting for the National Transit Database and to Connecticut Department of Transportation, to be priced as an optional service.

Copies of all reports should be addressed to **MIDDLETOWN TRANSIT DISTRICT**, Administrator. The successful Proposer will also submit copies of reports as required by state and federal audit requirements.

Adverse Findings. The auditor shall communicate in a letter to the Board of Directors any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Schedule for Annual Audit

Entrance conference to commence year-end audit work	August 1
Preliminary Field work begins	TBD
Final audit field work begins	TBD
Exit conference to review draft and significant findings, if any	November 15
Draft comments returned to auditors by	November 30
Final reports submitted to company and DOT	December 20

The final report and twenty-five signed copies should be delivered to **MIDDLETOWN TRANSIT DISTRICT**, 340 Main St. Middletown CT 06457. One signed copy must be sent to the town clerk of Middletown CT, Portland CT, East Hampton CT, Middlefield CT, and Durham CT., and three signed copies to the Connecticut Department of Transportation.

Where an extension of time may be required to complete reporting, it will be the responsibility of the Auditor to promptly notify **MIDDLETOWN TRANSIT DISTRICT** in writing. It is **MIDDLETOWN TRANSIT DISTRICT**'s responsibility to secure all necessary approvals in a timely manner. The Auditor shall promptly notify **MIDDLETOWN TRANSIT DISTRICT**'s Administrator of any suspicion of fraud, defalcation or misapplication of funds. Such notice shall be in addition to any notice to grantors required by the single audit legislation.

Working Paper Retention and Access to Working Papers. All working papers and reports must be retained, at the auditor's expense, for a minimum of three years, unless the firm is notified in writing by **MIDDLETOWN TRANSIT DISTRICT** of the need to extend the retention period. The auditor will be required to make working papers available upon request by **MIDDLETOWN TRANSIT DISTRICT** or the State of Connecticut. In addition, the firm shall respond to the reasonable inquiries of successor Auditors and allow successor Auditors to review working papers relating to matters of continuing accounting significance.

SECTION V

PROPOSAL SUBMISSION, EVALUATION CRITERIA & EVALUATION

SUBMISSION

The original and **three (3) copies** of the Proposal must be submitted and received on or before April 19, 2019 no later than 3:00 p.m. The address for mail and/or hand delivery is **MIDDLETOWN TRANSIT DISTRICT**, 340 Main St. Middletown CT 06457. The telephone number is (860) 346-0212 ext. 100. Proposals will be submitted to the attention of Lisa Seymour, **MIDDLETOWN TRANSIT DISTRICT**. Proposal outer packaging must be clearly marked with “**AUDITING SERVICES RFP**” in capital letters.

1. One-page cover letter indicating your interest in being considered and why you should be selected
2. Detailed response to all Proposal requirements including but not limited to all items contained in the technical scope of work specification section of this RFP. Please discuss any other information, which you feel is pertinent and will assist us in making a selection. Also provide a copy of your firm’s brochure if available.
3. Required Proposal forms as provided in this RFP, including all required information and pricing detail. The Proposer must print or type his name and company on each Proposal and continuation sheet.
4. **MIDDLETOWN TRANSIT DISTRICT** has established procedures to protect the integrity of the Proposal process. Failure to properly mark your Proposals appropriately may result in your Proposal being disqualified for noncompliance. It is solely and strictly the respondents’ responsibility to ensure that Proposals are delivered prior to the closing date and time. **MIDDLETOWN TRANSIT DISTRICT** assumes no responsibility for any disclosure of Proposal terms for a Proposal that is submitted which does not meet these sealed Proposal marking requirements including delays caused by United States mail delivery or any other occurrence.

EVALUATION CRITERIA

RESPONSIBILITY CRITERIA

1. Responsibility Questionnaire and Required Proposal Submittals

30%

The following represent the principal selection criteria, which will be considered during the evaluation process of the Proposals.

The Responsibility questionnaire and its contents will be reviewed under this section for determining Proposer responsibility. In order to qualify as a responsible Proposer, in addition to other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of **MIDDLETOWN TRANSIT DISTRICT** that it has the integrity, skill, and the time specified. All Proposers shall complete and submit the Responsibility Questionnaire contained in the required form submittal section of this RFP. Items including but not limited to references, project personnel, etc., will be checked and verified.

- **Location and License to Practice.** An affirmative statement should be included indicating that the firm is licensed to practice in Connecticut. Resident staff must be able to offer the full range of auditing services required by this request for Proposals.
- **Independence.** The firm should provide an affirmative statement that it is independent of **MIDDLETOWN TRANSIT DISTRICT** and the State of Connecticut as defined by generally accepted accounting standards and the U.S. Comptroller General’s Government Auditing Standards. The firm should also list and describe the firm’s professional relationships involving **MIDDLETOWN TRANSIT DISTRICT** and the State of Connecticut for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. In addition, the firm shall give **MIDDLETOWN**

TRANSIT DISTRICT written notice of any professional relationships entered into during the period of this agreement.

- **Firm Qualifications and Experience.** The Proposal should state the size of the firm, the size of the firms governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the staff to be so employed on a full or part-time basis and the firms average turnover of staff for the prior three years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the last three years with state regulatory bodies or professional organizations. The firms experience with the Connecticut and Federal Single Audit Act, the National Transit Database and other federal and state related reports.
- **Partner, Supervisory and Staff Qualifications and Experience.** The firm should identify and submit resumes of the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice in Connecticut. The firm should indicate how the quality of staff over the term of the agreement would be assured. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or assigned to another office. These personnel may also be changed for other reasons with the express written permission of **MIDDLETOWN TRANSIT DISTRICT**. However, in either case, **MIDDLETOWN TRANSIT DISTRICT** retains the right to approve or reject replacements. Consultants and firm specialists mentioned in response to this request for Proposals can only be changed with the express prior written permission of **MIDDLETOWN TRANSIT DISTRICT**, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the Proposer provided that replacements have substantially the same or better qualifications. Supervisory members of the audit team, including the ‘in-charge’ field auditor, should be Certified Public Accountants and have a minimum of two years of Single Audit experience in the State of Connecticut. The quality of the firm’s professional personnel to be assigned to the engagement and the quality of the firm’s management support personnel to be available for technical consultation.
- **Similar Engagements with Other Government Entities.** For the Firms office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for Proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Each Proposer shall submit one copy of at least two Comprehensive Annual Financial Reports that include Single Audit compliance statements in which their opinion is contained.
- The firm adheres to the instructions in this request for Proposals on preparing and submitting the Proposal.

TECHNICAL CRITERIA

40%

2. Scope of Services

Section IV pertaining to the Scope of Services Specifications of this document will be evaluated in this category.

- The Proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the nature of services required in this request for Proposal. In developing the work plan, reference should be made to such sources of information as **MIDDLETOWN TRANSIT DISTRICT**’s budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.
- The firm submits a copy of its most recent external federal or state desk review or field review of its audits and the firm has a record of quality audit work.
- The firm has submitted one copy of at least two Comprehensive Annual Financial Reports in which their opinion is contained that also include a Single Audit report and compliance statement.

PRICING CRITERIA

3. Price

30%

Did the Proposer adequately complete and submit the required pricing forms? Is the price fair and reasonable based on the price estimate prepared prior to this solicitation and consistent with the budgetary figure set for this project?

- The annual cost for individual fiscal years 2019, 2020 and 2021 and payment schedule.
- The total cost for the three years combined.
- The total annual cost for the individual option years 2022 and 2023 and payment schedule

- The total cost for the two options years combined.
- Option pricing will be evaluated at the time of the initial evaluation. All options will be considered as a component of the overall pricing evaluation.

Oral Presentations

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all of the respondents to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on the firm's Proposal. Not all respondents may be asked to make such oral presentations.

EVALUATION

MIDDLETOWN TRANSIT DISTRICT has an established evaluation process for the review of the Proposals. Proposals will be analyzed for responsiveness, compliance with technical specifications, capabilities, quality, price, instructions and all other aspects of this RFP.

Proposals that do not comply with these instructions and do not include the required information, forms and certifications may be rejected as insufficient or not be considered. **MIDDLETOWN TRANSIT DISTRICT** reserves the right to request a Proposer to provide any missing information and to make corrections. All non-responsive respondents will be notified in writing.

Proposers are advised that detailed evaluation forms and procedures will follow the same Proposal format and organization as specified in Section V of this document. Therefore, Proposers shall pay close attention to this format and instruction. Submittal of a Proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated in the Proposer's Proposal submittal. Any such conditions, exceptions, reservations or understandings, which do not result in the rejection of the Proposal, are subject to evaluation under the Proposal evaluation criteria.

MIDDLETOWN TRANSIT DISTRICT will appoint an evaluation committee who will be responsible for the review and evaluation of Proposals submitted in response to this RFP. The Committee may meet to jointly discuss the Proposals and any areas of concerns. The committee then will independently evaluate Proposals. Upon completion of reviews, individual scores will be gathered and a total composite score will be established and Proposals will be ranked in order of total score.

If determined necessary the Committee may invite top ranked Proposers for an interview or may chose to visit current Proposer sites. If interviews or visits are conducted the Committee will be provided the opportunity to revise their original review to accurately reflect any additional information that may have been obtained through the interview process. Each committee member will document this separately and independently. Once again individual scores will be gathered and a total composite score will be established and Proposals will be ranked in order of total score.

The Proposer with the highest ranked Proposal (number 1), and whose price Proposal is acceptable, may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that company. If negotiations are conducted and not successful with the number 1 ranked Proposer then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful in producing a Proposal that is found to be the most advantageous to **MIDDLETOWN TRANSIT DISTRICT**, cost and other factors considered.

MIDDLETOWN TRANSIT DISTRICT reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request a best and final Proposal. **MIDDLETOWN TRANSIT DISTRICT** additionally reserves the right to award on the basis of initial Proposals submitted without any negotiations or discussions if such action is deemed to be in the best interest of **MIDDLETOWN TRANSIT DISTRICT**. In any event, **MIDDLETOWN TRANSIT DISTRICT** reserves the right to accept other than the lowest cost Proposal. All unsuccessful Proposers will be contacted notifying them of their status.

This criteria is presented to allow **MIDDLETOWN TRANSIT DISTRICT** the ability to analyze Proposals received on an equal basis and to afford all Proposers the opportunity to know the basis upon which their Proposals will be evaluated.

SECTION VI

MIDDLETOWN TRANSIT DISTRICT REQUIRED PROPOSAL FORMS

PROPOSAL PRICE SHEET

CONTRACT PERIOD
Fiscal Year 2019 through Fiscal Year 2021

Annual Cost for Audit Services for Fiscal Year 2019 _____

Annual Cost for Audit Services for Fiscal Year 2020 _____

Annual Cost for Audit Services for Fiscal Year 2021 _____

Total Cost for Contract Period 1 _____

Options

Annual Cost for Federal Single Audit for Fiscal Year 2019 _____

Annual Cost for Federal Single Audit for Fiscal Year 2020 _____

Annual Cost for Federal Single Audit for Fiscal Year 2021 _____

Annual Cost for State Supplementary Form FY 2019 _____

Annual Cost for State Supplementary Form FY 2020 _____

Annual Cost for State Supplementary Form FY 2021 _____

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

PROPOSAL PRICE SHEET

OPTION YEARS
Fiscal Year 2022 and Fiscal Year 2023

Annual Cost for Audit Services for Fiscal Year 2022 _____

Annual Cost for Audit Services for Fiscal Year 2023 _____

Options

Annual Cost for Federal Single Audit for Fiscal Year 2022 _____

Annual Cost for Federal Single Audit for Fiscal Year 2023 _____

Annual Cost for State Supplementary Form FY 2022 _____

Annual Cost for State Supplementary Form FY 2023 _____

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

MIDDLETOWN TRANSIT DISTRICT PROPOSAL SUBMISSION PAGE
FOR AUDITING SERVICES

SUBMITTED BY _____

TO: Middletown Transit District

The undersigned hereby declares that he/she has carefully read and examined the Advertisement and the Request and has decided to provide services and systems in conformance to the specifications and requirements of the RFP and any addendum thereto at the price stated in the attached Proposal and or any final Proposal offered.

I additionally certify that we are fully licensed, insured and have the proper equipment, systems and personnel to handle the project as documented in this procurement document.

My Company also agrees and understands that in the event that **MIDDLETOWN TRANSIT DISTRICT** is required to purchase such services from another Vendor for any reason due to my company's failure to perform in accordance with the terms and conditions of this contract, my company will be charged the total cost of the other vendor(s) to perform the service, plus \$100.00 (per occurrence) to cover administrative fees and costs.

The Contractor hereby agrees to pay the aforestated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to **MIDDLETOWN TRANSIT DISTRICT** and further authorizes **MIDDLETOWN TRANSIT DISTRICT** to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay **MIDDLETOWN TRANSIT DISTRICT** the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the Administrator.

Under no circumstances shall this provision be interpreted or extended to mean a relinquishment of rights for a claim for any other damages that **MIDDLETOWN TRANSIT DISTRICT** may have against the Contractor for any other reason whatsoever.

Firm Name: _____

Address: _____

Authorized by: _____

Signature: _____

Title: _____

Date: _____

NOTICE OF AWARD

By execution below, Procuring Agency accepts Offer as indicated above.

Administrator: _____
Signature

Date of Award: _____

RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

1. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question. If any representation is not accurate and complete at the time Bidder/Proposer signs this Questionnaire, Bidder/Proposer must, as part of its Bid/Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to this Questionnaire. If this space is left blank, Bidder/Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on this Questionnaire:
2. All information must be legible.
3. The term "Bidder" includes the term "Proposer" and also refers to the firm awarded the Contract. The term "Bid" includes the term "Proposal".
4. If during the performance of this Contract, either of the following occurs, Bidder shall promptly give notice in writing of the situation to **MIDDLETOWN TRANSIT DISTRICT**'s Executive Director, and therefore cooperate with **MIDDLETOWN TRANSIT DISTRICT**'s review and investigation of such information.
 - i) Bidder has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
 - ii) Events occur or circumstances change so that an answer to any question is no longer accurate or complete.
5. In **MIDDLETOWN TRANSIT DISTRICT**'s sole discretion, the following shall constitute grounds for **MIDDLETOWN TRANSIT DISTRICT** to take remedial action up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed if:
 - i) Bidder fails to notify the Administrator as required by "4" above:
 - ii) Bidder fails to cooperate with **MIDDLETOWN TRANSIT DISTRICT**'s request for additional information as required by "4" above.
6. **MIDDLETOWN TRANSIT DISTRICT** reserves the right to inquire further with respect to Bidder's responses; and Bidder consents to such further inquiry and agrees to furnish all relevant documents and information as requested by **MIDDLETOWN TRANSIT DISTRICT**. Any response to this document prior or subsequent to Bidder's Bid which is or may be construed as unfavorable to Bidder will not necessarily automatically result in a negative finding on the question of Bidder's responsibility or a decision to terminate the Contract if it is awarded to Bidder.

PART II - IDENTITY OF PROPOSER

Company Full Legal Name: _____

Contact Person: _____

Legal Address: _____

Legal Telephone Number: _____

Indicate all other names by which this organization has been know and the lengths of time know by each name. Please attach additional pages as needed.

Company Federal taxpayer identification number _____

Operating as one of the following forms of legal entity (Check whichever applies and fill in any appropriate blanks):

_____ An individual or sole proprietorship

_____ A general partnership

_____ A limited partnership

_____ A joint venture consisting of: _____
and _____
(List all joint venturers on a separate sheet if this space is inadequate.)

_____ A non-profit organization

_____ A corporation organized or incorporated under the laws of the following state or country: _____
_____ on the following date: _____.

1. 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: _____

2. Certificate of Incorporation been previously filed with **MIDDLETOWN TRANSIT DISTRICT** (corporation only)

Yes No If "NO", attach a certified copy

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

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

Date of organization: _____

Name and address of all partners (state whether general or limited partnership)

Please attach additional pages as needed.

5. If the organization is other than a corporation or partnership, describe the organization and name its principals. Please attach additional pages as needed:

6. List the States in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. Please attach additional pages as needed.

7. Trade References. List names, addresses and telephone numbers of three firms with whom your organization has regular business dealings. Please attach additional pages as needed.

8. List below the names, business addresses, telephone numbers and contact person(s) of three Companies, Firms or Organizations similar in size to **MIDDLETOWN TRANSIT DISTRICT** for whom you have performed repair work/services similar to those sought through this Request for Proposal.

Name	Address	Contact	Telephone Number

9. Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization. Please attach additional pages as needed:

10. Has your organization ever failed to complete any work awarded to you? If so, note when, where and attach a separate sheet of explanation to this form.

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization where it failed to complete a contract? If so, note whom, when and where and attach a separate sheet of explanation to this form.

12. Attach a corporate financial statement for the most recent year. If a financial statement is not available, please provide other suitable documentation of the financial stability of the organization. It is imperative that the company demonstrates that it has the financial capacity to carryout the overall performance of this project.

Name of the firm preparing the financial statement and date of preparation:

Is this financial statement for the identical organization named on the first page of this questionnaire?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary):

Will this organization act as a guarantor of the contract for management? _____

I certify that the attached financial statements for this Proposal properly reflect the financial position of the company for the periods indicated on the financials.

This _____ Day of _____, 2019

Title: _____

Name: _____

PART III - TECHNICAL

1. List each contract which, during the last two years, the person/entity contracting with you: i) terminated for default; ii) sued to compel performance; iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract; or iv) called upon a surety to perform the work.

2. During the past three years, has the Proposer's firm ever been a party to a bankruptcy or reorganization proceeding?

YES NO If answer is "YES" explain below.

3. a. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Proposer or Proposer's employees or agents possess. If none, state "None".

4. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Proposer to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract with respect to the use of Proposer's resources, such as management or technical expertise or financing, should be explained. If none, state "None".

5. a. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Proposer or Proposer's employees or agents possess. If none, state "None".

<u>License or Permit or Certification</u>	<u>Name of Holder</u>	<u>Issuing State or Entity</u>
---	-----------------------	------------------------------------

b. If any insurance is required please provide certificates of insurance naming **MIDDLETOWN TRANSIT DISTRICT** as an additional insured. If none, state "None".

<u>Type of Insurance</u>	<u>Name of Insuring Co.</u>	<u>Limit of coverage</u>

c. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years.

YES NO If answer is "YES" explain below.

6. List the names, titles and attach resumes or brief descriptions of the related industry experience for all management personnel assigned to this project. At a minimum this will include the primary Manger assigned to this project that will have the primary responsibility for performing the majority of work under this contract. This should clearly reflect the record of skill and experience of your proposed project management team.

PART IV - VERIFICATION AND ACKNOWLEDGMENT

STATE OF

_____)

) ss.:

COUNTY OF _____)

On the _____ day of _____, 20____, before me personally came and appeared,

_____, by me known to be said person, who swore under oath as follows:

1. He/she is _____ of _____
(Print title) (Print name of firm)

2. He/she is duly authorizes to sign this Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.

3. The answers to the questions set forth in this Questionnaire are true, accurate and complete.

4. He/she acknowledged and understands that the Questionnaire includes provisions, which are deemed included in the Contract if awarded to the firm.

Sworn to before me this _____ day of _____, 20____

(Notary Public)

SECTION VII

FEDERAL REQUIRED FORMS, CLAUSES and CERTIFICATIONS



federal clauses &
certs.pdf

SECTION VIII

PRIOR YEAR AUDIT and FY 19 BUDGET