



**GREATER HARTFORD TRANSIT DISTRICT
REQUEST FOR QUOTES
GHTD RFQ #08-019
UNION STATION SNOW REMOVAL SERVICES**

INTRODUCTION

Greater Hartford Transit District ("the District") is seeking a price quotation from a qualified firm to provide snow removal services for the Union Station Transportation Center Complex located at One Union Place, Hartford, CT 06103. The District is the owner and operator of Hartford's Union Station Transportation Center Complex, an intermodal hub of transportation that currently serves Amtrak rail, CTrail, intercity and intra city bus service, taxi services, and public parking. The Complex includes the Spruce Street Parking Lot.

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

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

Price quotations shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, Hartford, CT. 06103, on or before **2:30 p.m. on Wednesday, September 26, 2018**. Quotations received after the deadline will not be considered and will be returned to the Proposer unopened. Any changes, or any requests for changes in the specifications, will not be recognized after sealed proposals are submitted to the District.

All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

The District does not discriminate on the basis of race, color, sex or national origin in consideration for an award. Small and minority businesses are encouraged to apply.

Insurance will be required, including workers compensation.

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

NOTE: The District is tax-exempt.

Please contact LaShaunda Drake with any questions regarding this Request for Quotes at 860-247-5329 x3090 or ldrake@ghtd.org.

SCOPE OF WORK

Greater Hartford Transit District (“the District”) is seeking a price quotation from a qualified firm to provide snow removal services for the Union Station Transportation Center Complex located at One Union Place, Hartford, CT 06103.

The term of the agreement for this contracted service is 1 year (October 1, 2018 - May 31, 2019). The District reserves the right to extend the contract for an additional two (2) one (1) year increments for a total of three (3) years.

The District seeks a snow removal contractor to ensure that the Union Station Transportation Center Complex is cleared of snow in a timely manner, enabling patrons of the station safe access at all times. There are two distinct areas to be cleared of snow and ice:

- Union Station
- Spruce Street parking lot.

Services required are described below.

LOCATIONS:

Union Station is a public intermodal facility that is open 365 days a year, from 4:30 am to 1:30 am. Intercity buses (Greyhound and Peter Pan) pull into the station on the Spruce Street side to pick up and discharge passengers. CTTRANSIT has bus stops located on Spruce Street and Union Place adjacent to the station. CTTRANSIT makes use of a driveway internal to the District’s property to travel from Spruce Street to Church Street. Amtrak rail service operates at the station. The parking lot west of the station on Spruce Street is managed by the District. Passengers and employees destined for the station park in this parking lot. Additional employee parking is located in a small surface lot north of the building and under the rail tracks west, north, and south of the station.

It is important that snow be removed efficiently and effectively so that access is available for transportation vehicles and passengers at all times.

Union Station, areas to clear of snow:

- Bus berthing, parking, and loading areas and driveways, including the driveway connecting Spruce Street and Church Street.
- Sidewalks adjacent to the station, including those abutting Union Place, Asylum Street, Spruce Street and Church Street.
- Benches located on above sidewalks.
- All Stairs and ramps into the station, this includes all the entrances to the station and office space.
- Parking lots and access to lots: parking under the tracks, to the west, south and north of the station building, and small surface parking lot on north side of building.

Spruce Street Parking Lot, areas to clear of snow:

- Parking lot areas
- Sidewalks/pedestrian walkways within parking lot and adjacent to the parking lot, including those abutting Spruce Street, Asylum Street, and Myrtle Street.

SNOW REMOVAL GUIDELINES

- Contractor shall provide its own employees, equipment, and supplies necessary to complete the Services described hereunder which include clearing all locations described above.
- Contractor will comply with all federal, state and local governmental laws, regulations, codes and ordinances.
- All work shall be completed in a workmanlike manner, consistent with customary industry practices.
- Snow removal shall commence automatically once snow accumulation has reached or is anticipated to reach one inch (1") or more. Snow removal will begin regardless of the time of day or night or the day of week.
- Continuous clearing of snow shall be provided throughout the duration of the storm to maintain open passageways, travel areas, and parking areas. Application of deicing materials shall be provided as needed.
- Contractor to remove snow and ice from all walkways, steps, ramps, stairs, bus loading areas, loading dock areas, parking lots, and driveways to ensure safe passage into and out of the premises for all pedestrians and vehicles. Snow is to be cleaned off benches.
- Entrances and parking areas shall be accessible at all times, including during any storm.
- Driveways will be cleared curb to curb, sidewalks are to be cleared edge to edge (where possible), and parking lots are to be cleared 12 inches from curb.
- Contractor to perform "ice watch" duty when the possibility of ice formation exists and to respond in order to eliminate all hazardous conditions. During periods when ice is present, contractor is at all times to respond promptly to ensure that all lots, walkways, ramps and stairs have been treated and are safe and passable for traffic and pedestrians.
- Vehicles occupying parking spaces are NOT to be plowed in (when possible). These spaces are to be addressed at a later time when the vehicle(s) are no longer occupying the space(s). The Spruce Street parking lot is used both by employees and individuals traveling. As such, the parking lot does not empty out on a daily basis and vigilance is required to clear spaces as they are emptied.
- Contractor to ensure snow is moved to areas that will not block or inhibit sight lines at driveways, walkways, and parking spaces. Snow shall not be piled in front of dumpster enclosures.
- Contractor to ensure that snow is moved to areas that will allow for proper drainage as the snow melts, so as to minimize the formation of ice on surfaces used by pedestrians or vehicles.
- Catch basins shall be kept open and fire hydrants shall be shoveled out.
- The Contractor must take care when clearing sidewalks not to damage sidewalk, railings, bollards, bike racks, bike lockers, plantings, benches, pavers, and pre cast concrete steps.
- Contractor shall supply and spread sand and deicing salt at Contractor's own discretion and as needed. Only Calcium Chloride pellets or Calcium Chloride/sand mix may be used on concrete surfaces (Spruce St Lot). Rock salt may only be used on asphalt surfaces. The masonry stairs and pavers on the east side of the building (Union Place side) are precast concrete and require special care. The only deicing materials permitted on these surfaces are sand only or a 1 part to 50 part Calcium Chloride or Calcium Magnesium Acetate to sand mix. The Contractor must take care to keep all deicing chemicals from

coming into contact with the brownstone building, sand only is to be used adjacent to the building itself.

- Contractor to notify Operations Administrator or designee of any hazardous conditions that may exist.
- If the snow needs to be removed, it may be deposited on the north end of the Spruce Street Parking lot. If this area is full of snow, hauling off site shall be required and the Contractor is responsible for having/finding a haul site. Snow hauling may be done at any time as long as it does not disrupt daily operations of the station.
- Pre-treatment may be provided in advance of a snow/ice event, at the Contractor's discretion. However, only the chemicals noted above may be used on the various surfaces.
- Equipment to be used for snow and/or ice removal on sidewalks shall not exceed 10,000 GVW with the exception that the cast iron tree grates are brittle and nothing heavier than a walk behind snow blower shall be used or driven over the tree grates.
- Contractor and District shall meet or have a phone consultation after every storm to assess additional clean up needed and need for snow hauling.
- Contractor shall be responsible for damage to the Property caused by snow removal operations including, but not limited to, building, bollards, railings, steps, curbs, parking blocks, islands, sidewalk, pavers, light poles, bike racks, bike lockers, tree grates, signs, landscaping, paving or striping of the Property, and equipment used in connection therewith. At the end of the snow removal season, the Operations Administrator or designee will walk through the property with the Contractor to point out repairs that need to be made.
- Spring cleanup: All damage shall be repaired or replaced in kind at the earliest possible date after the final walk through at no cost to the District. The Contractor shall remove all sand, debris, litter, and other material that has been deposited on the property during the winter. All lawn areas, shrub beds, fence lines, and planting areas shall be raked and left clean. All such debris as stated above shall also be removed from non-contract areas if such material was deposited during snow operations. The Contractor shall rake shrubs and/or mulch beds, and any/all grass areas shall be raked and/or re-seeded at the direction of Operations Administrator or designee.
- The Contractor shall supply the District with a twenty-four (24) hour telephone number for emergency calls. This shall be a direct line to a qualified individual, who is on call and able to respond immediately to emergency situations.

SITE INSPECTION

It is highly recommended that all bidders conduct a site inspection and take such steps as may be reasonably necessary to ascertain the nature and location of the services to be performed and the general and local conditions which can affect the services or the cost thereof. No adjustments in proposal price shall be made for the bidder's failure to fully acquaint themselves with the conditions of the work.

All proposers must attend the **MANDATORY Pre-proposal Conference on Friday September 14th at 10:00 am** at the Greater Hartford Transit District Offices at Hartford Union Station, One Union Place, Hartford, CT. To arrange for an additional site visit and for any questions pertaining to the site contact: LaShaunda Drake at 860-247-5329 x3090 or ldrake@ghtd.org.

Exhibit A describes the required insurance coverage
Exhibit B Sample Contract
Exhibit C General Information Form
Exhibit D References
Exhibit E Cost Proposal Form
Exhibit F Certificate of Eligibility

Any items omitted from this specification which are clearly necessary for the successful completion of the required services shall be considered a portion of the services although not directly named in these specifications.

FORMAT OF QUOTE

The RFQ submission shall also include the following information:

1. Completed General Information Form. (Exhibit C)
2. A description of the firm's experience in similar sized snow removal contracts, including references (at least three). References must include name of reference, contact person, telephone number, and description of contract work. The Contractor must have a minimum of three (3) years of experience in the removal of snow. The contractor shall demonstrate it has the ability to fulfill the obligations of this contract; in particular, citing examples of work done in similar contracts. (Exhibit D)
3. Provide two separate price quotes for each area as indicated on the Cost Proposal Form (Exhibit F). Separate quotes for each area are required for record keeping. THE DISTRICT INTENDS TO AWARD ONE CONTRACT FOR SNOW REMOVAL. The Cost Proposal information shall be based on the type of service to be provided and the associated requirements as specified in this Request for Quotes. The price to be quoted shall include all items of labor, equipment, materials, and other costs necessary to fully provide the services. (Exhibit E)
4. A completed Certification of Eligibility. (Exhibit F)

Quotes and all required information shall be submitted no later than **2:30 p.m. on Wednesday, September 26, 2018. The Response shall be marked:**

Union Station Snow Removal Services

Attention:

LaShaunda Drake
Procurement and Contract Coordinator
Greater Hartford Transit District
One Union Place
Hartford, CT 06103

For questions or concerns please contact LaShaunda Drake:

ldrake@ghtd.org

860.247.5329 Ext. 3090

EXHIBIT A

INSURANCE REQUIREMENTS

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

Commercial General Liability

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

Workers' Compensation Insurance

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

Business Automobile Insurance

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

Certificate of Insurance

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc.. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers compensation insurance). For the Workers' Compensation Insurance

EXHIBIT A

and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

INDEMNIFICATION

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

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

**GREATER HARTFORD TRANSIT DISTRICT
UNION STATION SNOW REMOVAL SERVICES**

This AGREEMENT is made as of the ____ day of _____, 2018 by and between XXXXXX, a corporation licensed to do business in Connecticut with offices XXXXXX (“Contractor”) and The Greater Hartford Transit District, with offices at One Union Place, Hartford, CT 06103 (“District”).

WHEREAS, the District desires to engage the Contractor to provide Snow Removal Services with respect to the premises located at Hartford Union Station, One Union Place, Hartford, CT 06103 and the Spruce Street Parking Lot located at Spruce Street, Hartford, CT, 06103 (“Premises”) and Contractor agrees to perform the services and deliverables specified herein in accordance with all other terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises in this Contract and other good and valuable consideration, Contractor and District agree as follows:

1. Engagement

District hereby engages Contractor and Contractor accepts such engagement to perform those services (“Services”) specified in detail by District in a Request for Quotes #08-019 for Union Station Snow Removal Services, as amended by Addenda, and in the Response provided by the contractor, which comprise the Statement of Work (“SOW”) set forth on Schedule 1, attached hereto and incorporated herein.

2. Services To be Performed

The Services to be performed under this Agreement by Contractor shall be in conformity with the description of services and District requirements as set forth on the SOW. If District requires additional services or desires to change the services specified on the SOW, District shall request a modification from Contractor and the parties will agree in writing to any amendment or modification to the SOW.

3. Contract Documents

This Agreement is funded in part under a financial assistance agreement between the District and the FTA (“FTA Agreement”), a copy of which may be obtained upon written request directed to the District’s Executive Director (“Executive Director”). This Agreement is subject to all provisions prescribed for third party contracts by the FTA Agreement, which is incorporated herein by reference, including, but not limited to, the provisions of the Federally Required Contract Clauses, attached hereto as Schedule 3 and made a part hereof. In addition, the District’s Request for Quotes entitled GHTD Request for Quotes #08-019 (the “RFQ”) and the Contractor’s response thereto (the “Response”) are hereby incorporated herein by reference. The Contractor is bound to this Agreement, the FTA Agreement, Federally Required Contract Clauses, RFP and Response, all of which constitute the “Contract Documents.” In the event of any conflict or inconsistency between or among the individual Contract Documents, the terms of the following individual Contract Documents shall control in accordance with the following order of precedence:

- A. Agreement.
- B. FTA Agreement.
- C. Federally Required Contract Clauses.
- D. RFQ.
- E. Response.

In all other instances where the above order of precedence does not resolve any inconsistency or conflict, the terms that require the greater quantity or better quality of services of the Contractor shall control.

3. Term

This Agreement shall commence on the Effective Date of October 1, 2018 and go through the winter season to May 31, 2019 and shall have an initial term of one season ("Initial Term"), unless extended by the District by exercise of its options to extend, as provided in the RFQ and addenda. The District has the right, at its sole discretion, to extend this Agreement through no more than two (2) option years (October 1, 2019 through May 31, 2020 in YEAR 1; and October 1, 2020 through May 31, 2021 in YEAR 2). The provisions of the Agreement, as may be amended or modified, will remain in force during the option year(s) except for the amount of the Rates, which will remain subject to negotiation between the Parties. The District will provide notice to the Contractor *90 days before expiration of agreement* of its desire to exercise such option for the first extended year. The extension of the Agreement for the additional option years will follow the same process. The provisions of the Agreement will remain in force during any such option year(s).

4. Snow Removal Personnel

Contractor shall furnish District with Contractor snow removal employees ("Snow Removal Personnel") as requested by District to perform the Services. Contractor shall be responsible for the direct supervision of all Snow Removal Personnel through designated representatives who will be available at reasonable times to consult with District or its designated representative. Contractor will remove from service any Snow Removal Personnel who, in District's reasonable opinion, are not qualified to perform the Services or for rules violation or misconduct. All Snow Removal Personnel furnished to District are the employees of the Contractor. The Contractor shall pay the wages, taxes, and other expenses relating to each of its employees. The Contractor shall hire, train, and supervise all of its employees to meet industry standards and the requirements of the District. Contractor will use reasonable efforts to provide additional Snow Removal Snow Removal Personnel as may be requested by District to perform additional services. Notwithstanding anything in this Agreement to the contrary, the District is solely responsible for determining the Scope of Service the District requires for the appropriate appearance and cleanliness of the Premises and the necessity of any changes thereto.

5. Equipment and Materials

Contractor shall, furnish all equipment and materials required to carry out the Services as specified in the SOW and as included in the Request for Quotes. The Contractor shall supply all Snow Removal materials necessary to perform the Services. Such materials and supplies shall be suitable for carrying out the requirements of the SOW.

6. Compensation

The District shall compensate the Contractor in accordance with the rates listed in Schedule 2 attached hereto and incorporated herein for the term of the contract. Compensation for any additional services, if requested, shall be mutually agreed upon in writing and signed by District and Contractor prior to the provision of any additional services. Some additional service rates have been outlined in Schedule 2.

7. Rate Changes

The rates set forth on Schedule 2 will remain in effect for the initial term and option years. The District reserves the right to renegotiate the terms of the option years within a month of the District's notice to exercise its option to extend the Agreement. The Rates will remain subject to negotiation between the Parties.

8. Federal, State, Local Changes of Law.

In the event that any change in Federal, 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.

9. Changes.

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

In the event that any such change causes an increase or decrease in the cost of performing any of the 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.

10. Invoices

By the fifth working day after each month in which services were accomplished by the Contractor, the Contractor shall furnish the District an invoice in a format approved by the District for the cost of Services rendered by the Contractor for such month. Invoices will be mailed or delivered to such office as the District may direct, provided that absent written notice from District, invoices will be directed to the District address set forth above. Invoices are payable upon receipt. All invoices shall be paid by District within thirty (30) day of the invoice date.

11. Insurance and Indemnification

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

Commercial General Liability

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

contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

Workers' Compensation Insurance

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

Business Automobile Insurance

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

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

Certificate of Insurance

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

contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

Such insurance shall protect the District against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of any project equipment for the purposes of the program covered by this Contract and for any other purpose. No project equipment shall be delivered to the Contractor, or operated by the Contractor until the Contractor has delivered the certificate(s) of insurance required hereunder. Prior to the annual renewal of a motor vehicle registration, the Contractor shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Contractor shall pay the District for all costs of such insurance.

INDEMNIFICATION

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

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

12. Force Majeure

Except for the payment of monies when due and owing, for the period and to the extent that either party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder, where such disability arises by reason of any law or governmental regulations or other governmental act, or flood, war, fire, explosion, or other natural catastrophe or act of God ("Force Majeure Event") such party shall be temporarily excused from its obligations to the extent so prevented until the abatement of such Force Majeure Event. The term of this Agreement shall be extended by the period of duration of the Force Majeure Event. Written notice of any disability and any abatement shall be forthwith given to the other party by the party claiming same. If a Force Majeure Event

prevents Contractor from providing Services in whole or in part for a period of ten (10) or more consecutive business days, District may thereafter on notice to Contractor terminate this Agreement with respect to the affected part or, if all Services are prevented, in whole.

13. Termination

Termination for Convenience. 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.

Termination for Cause. 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 shall therefore not be deemed and shall not constitute a breach of contract by the District.

14. Subcontractors

No portions of this work may be subcontracted, unless the District has given prior approval to such subcontract in writing and all of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract. Further, the Contractor will remove from service any subcontractor or subcontractor's employee who, in District's reasonable opinion, are not qualified to perform the Services or for rules violation or misconduct.

15. 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 of the proceeds thereof.

16. 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 venturers, 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.

17. 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.

18. Compliance with Laws and Regulations

Contractor agrees to comply with all federal, state, county, municipal, and other local laws, rules and regulations which are now or may in the future become applicable to Contractor.

19. Non-Discrimination in Employment and Affirmative Action.

In connection with the carrying out of the SOW, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their reemployment, without regard to their age, race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. ' 2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Services.

20. Assignment

This Agreement is not assignable by District or Contractor 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.

21. 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. District acknowledges that Contractor's sales representatives do not have the authority to enter into this Agreement.

22. 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.

23. 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:

XXXXXXXX

If to District:

Vicki Shotland

Greater Hartford Transit District
One Union Place
Hartford, CT 06103
Attn: Vicki L. Shotland, Executive Director

24. Jury Trial Waiver

District and Contractor hereby irrevocably waive all rights to a trial by jury in any action, proceeding, or counterclaim instituted by or against Contractor or District brought in connection with this Agreement.

25. Governing Law

This Agreement shall be governed by and construed according to the internal laws of the State of Connecticut. Except for disputes governed by Paragraph 17 hereof, the parties agree that the courts of Connecticut shall have exclusive jurisdiction over any dispute arising hereunder.

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

WITNESSES:

GREATER HARTFORD TRANSIT DISTRICT

Signature Witness

By: _____
Vicki L. Shotland, Executive Director

Printed Name Witness

Date: _____

CONTRACTOR

Signature Witness

By: _____
XXXXXXXX

Printed Name Witness

Date: _____

Schedule 1

Statement of Work RFP #08-019 as modified by Addenda XXX Contractors Proposal

SCOPE OF WORK:

Greater Hartford Transit District ("the District") is seeking a price quotation from a qualified firm to provide snow removal services for the Union Station Transportation Center Complex located at One Union Place, Hartford, CT 06103.

The term of the agreement for this contracted service is 1 year (October 1, 2018 - May 31, 2019). The District reserves the right to extend the contract for an additional two (2) one (1) year increments for a total of three (3) years.

The District seeks a snow removal contractor to ensure that the Union Station Transportation Center Complex is cleared of snow in a timely manner, enabling patrons of the station safe access at all times. There are two distinct areas to be cleared of snow and ice:

- Union Station
- Spruce Street parking lot.

Services required are described below.

LOCATIONS:

Union Station is a public intermodal facility that is open 365 days a year, from 4:30 am to 1:30 am. Intercity buses (Greyhound and Peter Pan) pull into the station on the Spruce Street side to pick up and discharge passengers. CTTRANSIT has bus stops located on Spruce Street and Union Place adjacent to the station. CTTRANSIT makes use of a driveway internal to the District's property to travel from Spruce Street to Church Street. Amtrak rail service operates at the station. The parking lot west of the station on Spruce Street is managed by the District. Passengers and employees destined for the station park in this parking lot. Additional employee parking is located in a small surface lot north of the building and under the rail tracks west, north, and south of the station.

It is important that snow be removed efficiently and effectively so that access is available for transportation vehicles and passengers at all times.

Union Station, areas to clear of snow:

- Bus berthing, parking, and loading areas and driveways, including the driveway connecting Spruce Street and Church Street.
- Sidewalks adjacent to the station, including those abutting Union Place, Asylum Street, Spruce Street and Church Street.
- Benches located on above sidewalks.
- All Stairs and ramps into the station, this includes all the entrances to the station and office space.
- Parking lots and access to lots: parking under the tracks, to the west, south and north of the station building, and small surface parking lot on north side of building.

Spruce Street Parking Lot, areas to clear of snow:

- Parking lot areas

- Sidewalks/pedestrian walkways within parking lot and adjacent to the parking lot, including those abutting Spruce Street, Asylum Street, and Myrtle Street.

SNOW REMOVAL GUIDELINES

- Contractor shall provide its own employees, equipment, and supplies necessary to complete the Services described hereunder which include clearing all locations described above.
- Contractor will comply with all federal, state and local governmental laws, regulations, codes and ordinances.
- All work shall be completed in a workmanlike manner, consistent with customary industry practices.
- Snow removal shall commence automatically once snow accumulation has reached or is anticipated to reach one inch (1") or more. Snow removal will begin regardless of the time of day or night or the day of week.
- Continuous clearing of snow shall be provided throughout the duration of the storm to maintain open passageways, travel areas, and parking areas. Application of deicing materials shall be provided as needed.
- Contractor to remove snow and ice from all walkways, steps, ramps, stairs, bus loading areas, loading dock areas, parking lots, and driveways to ensure safe passage into and out of the premises for all pedestrians and vehicles. Snow is to be cleaned off benches.
- Entrances and parking areas shall be accessible at all times, including during any storm.
- Driveways will be cleared curb to curb, sidewalks are to be cleared edge to edge (where possible), and parking lots are to be cleared 12 inches from curb.
- Contractor to perform "ice watch" duty when the possibility of ice formation exists and to respond in order to eliminate all hazardous conditions. During periods when ice is present, contractor is at all times to respond promptly to ensure that all lots, walkways, ramps and stairs have been treated and are safe and passable for traffic and pedestrians.
- Vehicles occupying parking spaces are NOT to be plowed in (when possible). These spaces are to be addressed at a later time when the vehicle(s) are no longer occupying the space(s). The Spruce Street parking lot is used both by employees and individuals traveling. As such, the parking lot does not empty out on a daily basis and vigilance is required to clear spaces as they are emptied.
- Contractor to ensure snow is moved to areas that will not block or inhibit sight lines at driveways, walkways, and parking spaces. Snow shall not be piled in front of dumpster enclosures.
- Contractor to ensure that snow is moved to areas that will allow for proper drainage as the snow melts, so as to minimize the formation of ice on surfaces used by pedestrians or vehicles.
- Catch basins shall be kept open and fire hydrants shall be shoveled out.
- The Contractor must take care when clearing sidewalks not to damage sidewalk, railings, bollards, bike racks, bike lockers, plantings, benches, pavers, and pre cast concrete steps.
- Contractor shall supply and spread sand and deicing salt at Contractor's own discretion and as needed. Only Calcium Chloride pellets or Calcium Chloride/sand mix may be used on concrete surfaces (Spruce St Lot). Rock salt may only be used on asphalt surfaces. The masonry stairs and pavers on the east side of the building (Union Place side) are precast concrete and require special care. The only deicing materials permitted on these surfaces are sand only or a 1 part to 50 part Calcium Chloride or Calcium Magnesium Acetate to sand mix. The Contractor must take care to keep all

deicing chemicals from coming into contact with the brownstone building, sand only is to be used adjacent to the building itself.

- Contractor to notify Operations Administrator or designee of any hazardous conditions that may exist.
- If the snow needs to be removed, it may be deposited on the north end of the Spruce Street Parking lot. If this area is full of snow, hauling off site shall be required and the Contractor is responsible for having/finding a haul site. Snow hauling may be done at any time as long as it does not disrupt daily operations of the station.
- Pre-treatment may be provided in advance of a snow/ice event, at the Contractor's discretion. However, only the chemicals noted above may be used on the various surfaces.
- Equipment to be used for snow and/or ice removal on sidewalks shall not exceed 10,000 GVW with the exception that the cast iron tree grates are brittle and nothing heavier than a walk behind snow blower shall be used or driven over the tree grates.
- Contractor and District shall meet or have a phone consultation after every storm to assess additional clean up needed and need for snow hauling.
- Contractor shall be responsible for damage to the Property caused by snow removal operations including, but not limited to, building, bollards, railings, steps, curbs, parking blocks, islands, sidewalk, pavers, light poles, bike racks, bike lockers, tree grates, signs, landscaping, paving or striping of the Property, and equipment used in connection therewith. At the end of the snow removal season, the Operations Administrator or designee will walk through the property with the Contractor to point out repairs that need to be made.
- Spring cleanup: All damage shall be repaired or replaced in kind at the earliest possible date after the final walk through at no cost to the District. The Contractor shall remove all sand, debris, litter, and other material that has been deposited on the property during the winter. All lawn areas, shrub beds, fence lines, and planting areas shall be raked and left clean. All such debris as stated above shall also be removed from non-contract areas if such material was deposited during snow operations. The Contractor shall rake shrubs and/or mulch beds, and any/all grass areas shall be raked and/or re-seeded at the direction of Operations Administrator or designee.
- The Contractor shall supply the District with a twenty-four (24) hour telephone number for emergency calls. This shall be a direct line to a qualified individual, who is on call and able to respond immediately to emergency situations.

SITE INSPECTION

It is highly recommended that all bidders conduct a site inspection and take such steps as may be reasonably necessary to ascertain the nature and location of the services to be performed and the general and local conditions which can affect the services or the cost thereof. No adjustments in proposal price shall be made for the bidder's failure to fully acquaint themselves with the conditions of the work.

Materials: Shall include any materials and equipment required for Snow Removal services.

Schedule 2
Rates and Service Hours

EXHIBIT C

General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____

Years in Business: _____

Company Federal taxpayer identification 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: _____

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

Date of Organization: _____

Name and address of all partners: _____

Organization's Authorized Representatives:

Contact for Questions about Proposal: Name _____

Title: _____ Phone: _____

Email Address: _____

Officer responsible for Contract Performance: Name _____

Title: _____ Phone: _____

Email Address: _____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Quotes. The stated Proposal shall be firm for 60 days from the due date for this Proposal.

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

Authorized Signature: _____

Title: _____ Date: ____ / ____ / ____

EXHIBIT D

REFERENCES

List at least three references for similar contracts. References must include name of reference, contact person, telephone number, and description of contract work. Attach additional sheets as needed.

1. Name: _____

Contact Person: _____

Telephone number: _____

Brief Description of work: _____

2. Name: _____

Contact Person: _____

Telephone number: _____

Brief Description of work: _____

3. Name: _____

Contact Person: _____

Telephone number: _____

Brief Description of work: _____

EXHIBIT E: COST PROPOSAL FORM

**COST PROPOSAL FORM
GHTD REQUEST FOR QUOTES #08-019
UNION STATION SNOW REMOVAL SERVICES**

Provide Separate Quotes for each area. Base contract is 1 year. Years 2 and 3 are option years.

AREA 1, Union Station Area:			
	Year 1 10/1/18 - 5/31-19	Year 2 10/1/19 - 5/31/20	Year 3 10/1/20 - 5/31/21
Seasonal price			
Snow hauling fee (per hour)			
Other charges (describe)			
AREA 2, Spruce Street Lot:			
	Year 1 10/1/18 - 5/31-19	Year 2 10/1/19 - 5/31/20	Year 3 10/1/20 - 5/31/21
Seasonal price			
Snow hauling fee (per hour)			
Other charges (describe)			
TOTAL, AREA 1 PLUS AREA 2:			
	Year 1 10/1/18 - 5/31-19	Year 2 10/1/19 - 5/31/20	Year 3 10/1/20 - 5/31/21
Seasonal price			
Snow hauling fee (per hour)			
Other charges (describe)			

Company Name

Date

Name of Authorized Official

Signature of Authorized Official

Title of Authorized Official

