



**REQUEST FOR PROPOSAL
GHTD RFP #09 - 018**

**SECURITY SERVICES
GREATER HARTFORD TRANSIT DISTRICT
HARTFORD, CT**

January 8, 2018

NOTICE

REQUEST FOR PROPOSALS GHTD RFP #09-018 SECURITY SERVICES

The Greater Hartford Transit District (the "District"), Hartford, Connecticut is seeking proposals from qualified firms to provide uniformed security service at Union Station, Hartford. Proposal documents may be obtained by calling the District at 860.247.5329 Ext. 3090 or emailing to: ldrake@ghtd.org. **A pre-proposal conference will be held on Wednesday, January 17, 2018 at 1:30 P.M.**

Proposals shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, Hartford, CT. 06103, on or before **2:30 p.m. EST on Wednesday, February 7, 2018**. Proposals 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.

Any contract resulting from this request for proposals submitted is subject in part to a financial assistance contract between the District and the Connecticut Department of Transportation. 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 hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, small and/or minority business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

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

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SECTION I - GENERAL INFORMATION

1. INTRODUCTION

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

The District is eligible and authorized under state and local law to request, receive, and manage 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.

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

The District, under contract to the Connecticut Department of Transportation (ConnDOT), provides the complementary paratransit service required by the Americans with Disabilities Act of 1990 (ADA) in the Greater Hartford/Capitol Region area. The District contracts with First Transit Inc., a private operator for the provision of its paratransit service. Approximately 157 lift equipped vehicles are assigned to the service program. District-wide programs employ more than (200) employees with ridership exceeding 425,000 passenger trips per year.

The District also serves as Administrator of a Statewide Drug and Alcohol Testing Consortium and a Statewide Transit District Insurance Consortium.

The District is soliciting proposals through this Request for Proposals ("RFP") from qualified firms interested and capable of providing uniformed security service at Union Station in Hartford. The specifics of the services, and other documents relevant to this RFP, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

2. SUBMISSION OF PROPOSALS

Proposers shall submit five (5) hard copies (with one identified as the original) and one (1) electronic copy of the Proposal on or before **2:30 p.m. EST on Wednesday, February 7, 2018** to:

LaShaunda Drake
Procurement and Contract Coordinator
Greater Hartford Transit District
One Union Place
Hartford, Connecticut 06103-1409
(860) 247-5329 Ext. 3090

Proposals shall be enclosed in a sealed envelope and clearly marked "PROPOSAL FOR SECURITY SERVICES" on the front thereon. The Proposer's complete return address must be included on the outer envelopes.

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

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

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

3. PROPOSAL INQUIRIES

Communication by any Proposer with any agent or employee of the District on the subject of this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to LaShaunda Drake via email ldrake@ghtd.org on or before **noon EST, on Wednesday, January 24, 2018**. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document.

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Wednesday, January 17, 2018 at 1:30 P.M.** to outline the requirements and service standards that the District will expect of the Contractor, as well as to provide the opportunity for questions and explanations and to allow for site inspection. Such Conference will be held in the District's Offices in the Multipurpose Room at One Union Place, First Floor North Offices, Hartford, Connecticut. The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference. Attendance at the Pre-Proposal Conference is not mandatory, and is not a condition for final award.

5. COMMENCEMENT OF SERVICES

It is the intent of the District to execute an agreement with the successful Proposer, to commence **May 1, 2018 at 12:00 A.M.** with full performance of all specified daily services on the first official working day of the contract period.

6. QUALIFICATION OF PROPOSERS

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

- Firms submitting proposals must be qualified to provide unarmed security service in the State of Connecticut.

- Firms submitting proposals must be registered with the Secretary of State's Office to conduct business in the State of Connecticut.
- The proposer shall have a minimum of five (5) years previous experience in providing security service.

7. FEDERAL GRANT REQUIREMENTS

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

8. STATE GRANT REQUIREMENTS

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

9. PROCUREMENT AND APPEALS PROCESS

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

10. FUNDING

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

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

11. SPECIAL PROVISION

It is the policy of the District that Small Contractor and Small Contractor Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised and in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from SBE and/or MBEs allocated to the Services.

For the purpose of this "Special Provision", the SBE/MBE named to satisfy this requirement must be certified by the Department of Administrative Services of the State of Connecticut (www.das.state.ct.us) as an SBE/MBE as defined by Section 4a-60g of the Connecticut General Statutes as revised or with the U.S. Small Business Administration.

Proposers will submit a statement indicating its own SBE/MBE status. Proposers shall indicate which subcontracts and/or overhead purchases related to this project they will lend to comply with the District's SBE/MBE goal.

If the Contractor is unable to achieve the specified contract goals for the Special Provision, the Contractor must submit written documentation to the District indicating his/her good faith efforts to satisfy goal requirements.

12. VALIDITY OF PROPOSALS

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

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

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

13. ADDENDA AND PROPOSAL REJECTION

The District reserves the right to issue addenda to this RFP as a result of inquiries received, or to make adjustments to its project schedule if it is deemed in the District's best interest to do so. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated contact person prior to entering a proposal that all addenda have been received. Proposer are required to acknowledge the number of addenda received as part of their proposal.

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

14. PROPOSAL WITHDRAWAL

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

15. EXCEPTIONS TO RFP

All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow the District a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. The District is under no obligation to accept any proposed exceptions or alternatives.

16. INSURANCE REQUIREMENTS

The Contractor will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of the Contract and those performed for the Contractor by its subcontractors, with the District being named as an additional insured party, the following minimum insurance coverage's. Copies of all insurance certificates, with the District et al. named as additional insured shall be supplied to the District prior to the commencement of service. This insurance will protect the Contractor and the District from claims that may arise from the successful Contractor acts or omissions.

A. Commercial General Liability

The Contractor shall carry Commercial General Liability Insurance, including premises/operations; contractual liability; personal injury; products/completed operations; property damage, providing for a per occurrence limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in anyone accident or occurrence, and for all damages arising out of injury to or destruction of property in anyone accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. Workers' Compensation Insurance

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

C. Errors and Omissions

The contractor shall carry Errors and Omissions Insurance Policy in an amount not less than Five Million Dollars (\$5,000,000).

D. Certificate of Insurance

In conjunction with the above, the Contractor agrees to furnish to the District a Certificate of Insurance fully executed by an insurance company or companies satisfactory to the District/State for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with terms of said Certificate of 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 such insurance coverage shall name the District as an additional insured except for Workers' Compensation Insurance coverage, provide a waiver of subrogation and such insurance shall be primary and non-contributory. Prior to the termination or lapse of any such insurance coverage, the Contractor shall submit a similar additional certificate of insurance to the District.

Contractor's failure to procure or maintain required insurance will constitute a material breach of the Contract.

17. ATTACHED EXHIBITS

The following exhibits are included in this RFP package:

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

SECTION II - TECHNICAL

1. STATEMENT OF WORK

The District is seeking proposals from qualified firms to provide uniformed, unarmed security services for the Union Station Transportation Center Complex in Hartford. The selected contractor shall furnish all necessary labor, supervision, uniforms, and equipment in accordance with the provisions, terms and conditions set forth in this RFP. The Transportation Center Complex is bound by Church Street on the north, Union Place on the east, Asylum Avenue on the south, Spruce Street and the Spruce Street parking lot on the west.

2. BACKGROUND INFORMATION

A. Overview

The District is a municipal corporation formed under the provisions of Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended (the "Statutes"). There are currently 16 member towns: Bloomfield, East Hartford, East Windsor, Enfield, Farmington, Granby, Hartford, Manchester, Newington, Rocky Hill, Simsbury, South Windsor, Vernon, West Hartford, Wethersfield and Windsor. Each member town appoints one to four Directors according to population who collectively form the Board of Directors, which is the policy making body of the District. The day-to-day affairs of the District are managed by the Executive Director and his/her staff.

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. It has the power to issue revenue and general obligation bonds. The District also serves as a pass-through function for Federal, State, and private grants for the purpose of acquiring transportation equipment or providing transportation services.

3. GENERAL RESPONSIBILITIES OF CONTRACTOR

A. SERVICE REQUIREMENTS

- 1. Service Hours:** This project includes approximately 168 hours of uniformed security service per week to be provided at Union Station Hartford, providing coverage 24 hours a day, 365 days per year (366 when applicable) including all holidays. The District may change the hours slightly from time to time during the contract term if the situation dictates. The District may reduce or expand coverage as the budget allows. Additional security services may be required for special services, events, or unforeseen circumstances.
- 2. Shifts:** The Contractor will develop a schedule for assigning guards. It is preferred that guards not work more than twelve (12) hours in any twenty-four (24) hour period, unless in an emergency case where the District is made aware in advance of the need for a longer shift. Similarly, security guards with more than one job should not accumulate more than twelve (12) working hours in any twenty-four (24) hour period.
- 3. Area of Assignment:** the area of assignment is the entire Union Station Transportation Center Complex, extending from Union Place on the east, Church

Street on the north, Asylum Avenue on the south, and Spruce Street and the Spruce Street parking lot on the west.

4. **Guard Duties:** Guard duties consist of routine fixed patrol duties as described in the General and Special Orders. Guards on duty at the Security Control center are responsible for monitoring fire and burglar alarm systems, HVAC alarms and receiving incoming telephone calls, maintaining key control, and performing other administrative tasks associated with protection operations. In addition, documented on-site visits by supervisors/managers must be conducted twice per week and findings must be reported to GHTD.
5. **District Regulations:** The Contractor shall perform the duties as described in the District rules, regulations, and directives.
6. **Property:** The Contractor shall be responsible to see that its employees do not enter any tenant space without permission or disturb papers on desks, open desk drawers or cabinets, or use telephones, except as authorized
7. **Monitor CCTV:** Proactively and assertively monitor the CCTV system searching for suspicious activity and/or people, the Contractor and its employees shall utilize the surveillance system to its full potential.
8. **Monitor devices:** Monitor the operation of building fire alarm systems, HVAC alarms and other protection devices or building equipment, and full participation in building fire evacuation procedures, where such systems or activities exist or may be installed.
9. **Security Breaches:** The contractor shall have the ability to identify security breaches and will report all such incidents.
10. **Safety:** The Contractor shall perform all necessary services to assure the safety and protection of building occupants and real and personal property against injury, molestation, loss or damage from any preventable cause including, but not limited to fire, theft, trespass, and vandalism. The Contractor shall become familiar with the entire Union Station building and the Transportation Center Complex's layout and security required throughout.
11. **Inspection Tours:** The Contractor shall make sure its officers conduct, monitor and document facility security inspections on a regular basis, with increasing frequency in response to elevation of the Homeland Security Advisory System (HSAS) threat advisory level. The Contractor shall vary the manner in which such inspections are conducted to avoid setting patterns and to integrate unpredictability. The Contractor shall make inspection tours in accordance with patrol routes and schedules established by the District. Where installed and in working order, the guard reporting systems shall be used by the guards to record their presence at the designated stations.
12. **Deviation from Prescribed schedule:** The Contractor is authorized to deviate from prescribed schedules covering patrol routes whenever unusual conditions or circumstances so demand. Such deviations and the reasons therefore are to be recorded in a log book.
13. **Unauthorized Access:** The Contractor shall be able to discover and apprehend persons gaining unauthorized access to the property.
14. **Law and Order:** The Contractor shall maintain law and order within the areas of assignment. The Contractor shall demonstrate the willingness and ability to prevent disturbances accomplished through a sensitive and helpful approach rather than through undue intimidation.
15. **Traffic Control:** The Contractor shall serve as required in traffic direction and control, and monitor admittances to parking and bus berthing areas. The Contractor should enforce NO PARKING rules and regulations in all District

owned parking lots and smaller parking areas (i.e. Spruce Street Parking Lot, north and south lots on each side of Union Station and the Transportation Center).

- 16. Additional Duties:** The Contractor shall turn off unnecessary lights, lock doors and cabinets, close windows, open and secure doors and gates.
- 17. Injury or Illness:** The Contractor shall obtain professional assistance in accordance with local procedures in the event of injury or illness to employees or others while in the building or on the grounds.
- 18. Civil Disturbances:** The Contractor shall respond to reports of criminal activity and assist the victims by making appropriate notifications and preserving the crime scene until relieved by Law Enforcement Officers. The Contractor shall perform such other functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit vandalism, or other acts adversely affecting the security and/or safety of the District, its employees, property and the general public lawfully in buildings or on the grounds under control of the District.
- 19. Building Rules and Regulations:** The Contractor shall observe and enforce posted Rules and Regulations, this includes but is not limited to smoking, parking and loitering.
- 20. Change of Duties:** The District reserves the right to act through its Operations Administrator or designee to issue, amend, modify, and re-issue rules, regulations and directives for assignment of guards in buildings or areas. This will not require modification to the basic contract unless such changes increase or decrease the number of productive hours required.
- 21. Community Employee Relations.** The Contractor shall provide Guards that display the following behaviors:
 - ✓ Ability to maintain professionalism even under stress. Hostility or aggressiveness will not be tolerated in any form.
 - ✓ Ability to defuse situations involving emotion, stress and frustration on behalf of customers by using tact, diplomacy and mature judgment.
 - ✓ Ability to contact suspicious person(s) for the purpose of establishing identity and explanation of activity. Contacts shall be conducted in a professional and courteous manner and at initiation guard should identify self as a Security Guard.
 - ✓ Contact appropriate assistance rather than approach suspicious person(s) if Officer does not feel reasonably safe.
 - ✓ Provide their own name when requested by any District employee, Law Enforcement Officer or customer.
 - ✓ Willingness to assist customers with requests for scheduling and/or general information. When a Guard does not know the answer to the request, the Guard shall make every attempt to contact the appropriate person to satisfy the customer.
- 22. Standards of Conduct:** The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

B. REGISTRATION AND LICENSES

1. **Contractor:** shall possess all licenses required to provide security guard service in the state of Connecticut.
2. **Registered Guards:** Contractor shall keep records that ensure all assigned guards have received the training, registration and certification as required by State and local authorities.

C. UNIFORMS AND EQUIPMENT

1. **General:** The Contractor shall furnish all labor, uniforms, badges, equipment, materials, and supplies to satisfactorily perform the protection and patrol services other than those provided by the District.
2. **Uniforms:** Shall be approved by the District and employees shall be furnished with uniforms in sufficient quantity by the Contractor and shall comply with uniform and appearance standards to include:
 - ✓ Uniform shirts with contractor's logo in a visible location.
 - ✓ Uniform trousers, slacks, shorts and socks coordinated with the uniform shirt. Jeans are not permitted.
 - ✓ Uniform jacket, uniform hat, and adverse weather gear (when applicable).
 - ✓ No uniform should display advertising, or display logos of sports teams.
 - ✓ All Protection force personnel performing under this contract shall wear the same color and style uniform.
 - ✓ No guard may enter on duty until he has a complete uniform which meets the requirements stated above.
3. **Identification Badge:** The Contractor shall supply a picture identification badge with pertinent employee and Contractor information. Each guard must have an authorized Identification Badge before being admitted to the premises.
4. **Personal Equipment:** such as flashlights, batteries, and replacement parts, and inclement weather clothing shall be provided as required.
5. **Other Equipment:** Patrol equipment desired and provided by the Contractor as approved by the District's Operations administrator.
6. **District Supplied equipment:** the Contractor shall be responsible for the replacement of District provided equipment if abused or lost by security guards.
7. **NOT PERMITTED EQUIPMENT:** **Security personnel SHALL NOT possess, display or use firearms, explosives, or other dangerous weapons, devices, or items that can be considered to be offensive or defensive weapons. This includes but is not limited to knives, nightsticks, clubs, collapsible and tactical batons, stun guns, tasers, mace or pepper spray while on duty on property.**

D. REPORTING REQUIRMENTS

1. **General:** The Contractor shall prepare required orders, instructions and reports, including Daily Activity Reports, Incident Reports, and maintain and make available all records in connection with the duties and responsibilities of the assignment.
2. **Recording Presence:** Contractor shall require Contractor's employees to sign in and sign out in the guard desk book when reporting for duty and when leaving at the end of the workday
3. **Daily Activity Reports:** daily activity reports shall be completed by all guards that have performed any time at the Union Station Transportation Center Complex assignment and kept in the Daily Log Book. The Daily report shall include:

- ✓ Summary of the significant events that occurred during each shift
 - ✓ Deviations from prescribed schedules
 - ✓ Report of any less than courteous treatment from Law Enforcement Officer(s), District employee(s), or customer(s). Include description of the situation, the names of those involved, and names of others that witnessed the inappropriate behavior. The contractor shall also notify the District's Operations Administrator of such behavior.
4. **Security incidents:** all security incidents shall be reported to the Operations Administrator or designee immediately after the incident is under control, sooner if assistance is required. Reports are to be complete, factual, and written coherently and legibly.
 5. **Hazardous Conditions:** The Contractor shall report daily to the District's Operations Administrator potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets or any water leak, toilet stoppages, broken or slippery floor surfaces, etc.
 6. **Staff Monitoring:** the Contractor will develop an internal staff monitoring system that will be used to ensure service quality.

E. SUPERVISION

1. **General:** The contractor shall provide supervision to satisfactorily perform the protection and patrol services in the manner and at the frequencies set forth in this RFP and to ensure guards arrive at assigned post on time, perform their duties throughout their assigned shift, and provide back up as needed during all required hours.
2. **Supervisor Requirements:** The Contractor's supervisors in charge of work under this contract must be individuals of unquestionable integrity. Each must have at least two (2) years of successful protection experience in an administrative and supervisory capacity. These supervisors shall at all reasonable times be available to receive and implement orders or instructions from the District which affect the operation of the Protection force.
3. **Dual Positions:** The site supervisor would hold a dual position, of guard and that of supervisor. In the event of a temporary emergency, an area supervisor may assist in the performance of any duty to effectively discharge the requirements of this contract.

F. PERSONNEL

1. **Recruitment:** Contractor will recruit, screen and train personnel and maintain a low staff turnover ratio.
2. **Personnel list:** Contractor will provide and maintain the list of all guards to be assigned to this contract.
3. **Certification:** Contractor shall certify in writing, that background checks, which show that the prospective employee is acceptable and qualified, have been completed on each prospective employee prior to his/her being assigned to the Union Station Transportation Center Complex. All background checks shall include at a minimum, inquiry of all previous employers during the last five (5) years, driving record history, criminal history, and military discharge records (if applicable). These certifications must be provided at the beginning of the Contract and each time a new employee is added to the contract, this is a must.
4. **Suitability:** When the District receives an unsuitable report on any employee, or if the District finds a prospective employee to be unsuitable or unfit for duties,

under the terms of the contract, the Contractor shall be advised immediately that such employees cannot continue to work or be assigned to work under this contract.

5. **Health Requirements:** All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work.
6. **Physical conditions:** All employees shall have a fitness level that is sufficient to allow them to perform their duties without displaying health/wellness difficulty.
7. **Special Qualifications:** Except as authorized in writing in advance, each of the Contractor's guards shall meet the following additional minimum qualifications:
 - ✓ **Citizenship:** Be a citizen of the United States of America or an alien authorized to work in the United States.
 - ✓ **Age:** Have reached the age of twenty-one (21).
 - ✓ **Literacy:** Be literate in the English language to the extent of reading and understanding printed regulations, written orders and instructions, training instructions, and be able to compose reports which convey complete information.
 - ✓ **Job Knowledge:** Possess the capacity to acquire a good working knowledge of all the duty requirements of a guard within the terms of this contract.
8. **Evaluation:** the contractor shall regularly evaluate staff performance and shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity for all guards assigned to the district.
9. **Discipline:** the Contractor shall be responsible for taking such disciplinary action with respect to their employees as may be deemed necessary.
10. **Backup employees:** the Contractor shall maintain a crew of trained employees for backup that will prevent staffing problems and provide consistency with the guards assigned to the Union station Transportation Center Complex.
11. **Appearance:** While on duty, the appearance of the guards shall be neat and clean, with uniforms clean, pressed, properly fitted, free from stains, holes, tears, fading or other damage, and maintained in "like new" appearance. Leather items shall be polished.
12. **Waivers:** Any of the above qualifications may be waived in writing by the District.

G. TRAINING

1. **Initial Training:** The Contractor shall within thirty (30) days following assignment to duty, certify to the District as to the satisfactory completion of the following basic training of each employee:
 - ✓ General orientation on conduct and attitude on and toward the job.
 - ✓ Functions of the Protection Force and specifically the protection of the locations stated herein.
 - ✓ Specific duties of the individual, including sufficient "breaking in" training;
 - ✓ Guard orders – general and specific.
 - ✓ Authority of the individual guard.
 - ✓ Employee and public relations.
 - ✓ Elementary fire protection, including the use or operation of special equipment such as fire extinguisher, fire alarms, sprinkler control valves, and standpipe systems.
 - ✓ Traffic control.
 - ✓ Report writing.

- ✓ Discipline.
- 2. **Facility Training:** Once every quarter and anytime a new guard is assigned to work at the District, there must be a scheduled training program that is provided to the security guards, specific to the requirements of Union Station, including a review of basic materials to insure the guards' ability to perform satisfactorily.
- 3. **Training Materials:** The District shall be provided with a copy of the training materials.

H. EMERGENCIES

1. **General:** In the event of emergency or unusual occurrence, the Contractor shall summon appropriate assistance such as the local fire and/or police departments and immediately notify the District's Operations Administrator or other designated persons. Protection force members shall also assist in fire fighting duties when fires occur within the facility covered in this contract.
2. **Diversion of Guards:** In case of an emergency condition requiring immediate attention, the Contractor shall divert guards as directed by the District's Operations Administrator from their normal assigned duties to meet the condition. When the guards diverted are no longer needed for the special work assignment, they shall be directed by the Contractor to return to their normal assignment. No additional cost shall be charged for the diversion, and the Contractor shall not be penalized for the normal daily work which was otherwise scheduled.
3. **Emergency Procedures:** the Contractor shall maintain written emergency procedures for the Union Station Transportation Center Complex to include standard operating procedures for CCTV cameras, monitoring equipment, emergency alarms, passenger elevators, evacuation, and locking and opening of the Union Station Transportation Center Complex.

I. INSPECTIONS

1. **Preliminary Inspection:** Proposers may, in company with the District's Operations Administrator, make a walk-through inspection of the Union Station Transportation Center Complex in order that bids can be responsive to the work required. This walk through will take place as part of the Pre-Proposal conference.
2. **Post Award Inspection:** Immediately after award of the contract and prior to performance, the Contractor and the District's Operations Administrator shall make an on-site review of total job requirements, including a walk-through of the facility covered in the specification. At this time, the Contractor shall review in detail the general types of work performed by the occupants.
3. **Performance Inspections:** Authorized District representatives will periodically conduct on-the-job inspections to determine the overall quality of contract performance, the job knowledge of individual guards, the effectiveness of training, and to observe and determine the conduct and appearance of guard personnel.

J. PROVIDED BY THE DISTRICT

1. **Equipment**
 - ✓ **Keys:** The Contractor shall receive, utilize as required, and account for all keys to the building, various offices, gates, etc. Keys shall not be removed from the premises. Under no circumstances should the contractor make copies of the building keys provided. All costs accrued by the District in

reinstating security occasioned by loss of keys due to Contractor's negligence will be billed to Contractor.

- ✓ **Electrical and protective equipment** where installed such as alarm and surveillance systems, closed circuit television, etc. The District will be responsible for repair and maintenance of this equipment.
- ✓ **Communications equipment** including cellular phone, two-way radio if or when applicable.

2. Guard Office

3. Utilities and Cleaning

4. Property Accountability: All property furnished by the District under this contract shall remain the property of the District. Upon termination of the contract, the Contractor shall render an accounting of all such property which has come into his possession.

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

K. SCHEDULE

- 1. Commencement of Contract:** It is the intent of the District to execute an agreement with the successful Proposer, to commence at 12:01 a.m., March 1, 2013 with full performance of all specified daily services on the first official working day of the contract period.
- 2. Contractors Authorized Representatives:** Ten (10) days prior to the contract starting date, the contractor shall submit in writing to the District's Operations Administrator, the names of at least two employees who are authorized to act for the Contractor in every detail at all times.

L. TERM OF CONTRACT

An initial two (2) year contract will be executed with the successful Proposer with an option of three (3) one-year successive renewals by the District upon mutual agreement by both parties.

M. POST ORDERS (DUTIES) AND OPERATING PROCEDURES

Prior to commencement of the contract, Contractor shall provide the following at no additional expense to the District:

- 1.** Meet with the District's Operations Administrator and review current security guard post orders (duties) and operating procedures;
- 2.** Amend current post orders and operating procedures, as necessary, to the mutual agreement of both parties, in writing;
- 3.** Hold an orientation/training meeting with assigned personnel, at which time they shall be given a written copy.

SECTION III - RESPONSE CRITERIA

1. SUBMISSION REQUIREMENTS

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

Five (5) identical hard copies (with one marked as the original) and one (1) electronic copy of the proposal shall be submitted in a sealed separate envelope. The proposal must include a cover letter, a table of contents and the General Information Form, as well as a plan to carry out the Scope of Services Specifications outlined in this RFP.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. Appendices should provide information relevant to the proposal and not consist of Proposer's general marketing materials. The Proposal is limited to 20 - 8 ½ X 11 sheets or 40 pages of double sided prints. Font size 12 points. Required certifications are not considered part of the page limit.

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

2. GENERAL INFORMATION FORM

The Proposer must provide a completed and signed General Information Form as shown in Exhibit D.

3. COVER LETTER

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

4. TECHNICAL PROPOSAL

A. GENERAL REQUIREMENTS

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide unarmed, uniformed security services for the Union Station Transportation Center Complex.

In this section the Proposer shall also present the case for the selection of the Proposer as the District's security firm. Do not repeat information requested elsewhere instead, use this opportunity to indicate the unique qualifications, experience, approach, background and other characteristics of the Proposer that make it the best choice for the District.

A Description of any additional services the Proposer provides or that it believes are necessary to the engagement described in this RFP.

B. LICENSE TO PRACTICE IN CONNECTICUT

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

C. STATEMENT OF QUALIFICATIONS

The Proposal must include a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP.

This statement should, at a minimum include a discussion of the availability of the resources necessary to perform the scope of work requirements by the Proposer's firm. This section should establish the ability of the Proposer to satisfactorily perform the services and indicate the Proposer's experience in performing similar security services.

The Proposer must provide the following information:

- State whether the firm is local, national, or international.
- State the location of the office from which the work is to be managed.
- State the length of time that the Contractor has been providing security services

The proposal must also include a list of references (at least three) to which the Proposer has provided professional services similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, telephone number, period of performance of service, a short narrative describing the services, total contract value, and whether or not the contract was renewed.

The District reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

D. PROJECT MANAGEMENT/WORK PLAN

Provide a description of the Proposer's management structure as it relates to this project, including all account support personnel, their functions and responsibilities. Indicate by position or title the person who will have the overall responsibility for the Union Station Transportation Center Complex account. Provide resumes or biographical information for management and the proposed account manager.

Describe how recruitment and evaluation of potential security officers is accomplished. Specify the methods used for applicant background screening and how background checks are conducted. Describe methods and initiatives designed to promote employee retention.

Provide information on security personnel turnover rates for the last three years.

Describe performance metrics, quality standards, and quality assurance measures in place to monitor service.

Describe training programs in place to support this project, including pre-assignment/orientation training, on the job, facility-specific training, and annual retraining and recertification.

The Proposer must submit a proposed work plan, the contents of which shall include, at a minimum, the following:

- Number of employees to be assigned to project and shifts to be utilized
- Number of hours per day each employee will be assigned

E. UNIFORMS AND EQUIPMENT

Provide the following information:

- Picture of Contractor's uniforms
- Sample identification badge, which would be used for this project

5. AFFIRMATIVE ACTION PLAN

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

6. REQUIRED CERTIFICATIONS

The Proposal must submit the completed and signed certifications shown in Exhibits A, B and E. Failure to submit the certifications will result in the proposal not being evaluated.

7. COST PROPOSAL

Proposer must specify all costs and fees to be charged to provide the security services as stated in this RFP. Cost information shall be completed for each service year. The cost information shall include all of the costs and expenses associated with the provision of the specifications as stated in the scope of work. This information should be presented in the format provided as Attachment F.

8. MISCELLANEOUS INFORMATION

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

SECTION IV - PROPOSAL EVALUATION

1. EVALUATION PROCEDURES

An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All proposals received will be evaluated and scored by an Evaluation Review Committee. Proposal evaluation is an assessment of both the Proposal and the Proposer's ability to successfully accomplish the required services.

The Evaluation Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit additional material to support or clarify their proposals. The Evaluation Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful proposer in the best interests of the District. The District shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

If determined necessary, the Evaluation Review Committee may invite top Proposers found to be within the competitive range, or may be reasonably made to be within the competitive range for an interview. If interviews are conducted, the Evaluation Review Committee will be provided the opportunity to revise their original evaluation and score to accurately reflect any additional information that may have been obtained through the interview process.

The final score for each proposal will be obtained by summing the results from each section (Technical Proposal and Cost Proposal), with a perfect final score being 100 points. The Evaluation Committee will take the total score for each Technical Proposal and add to it the respective Cost Proposal evaluation score to rank the proposal and to determine the overall preferred proposals.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understanding to any Contract requirements, said conditions, exceptions, reservations or understandings may be discussed during the interview or negotiation meetings. However, the District shall have the right to reject any and all conditions and/or exceptions, and instruct the Proposer to amend its Proposal and remove said conditions and/or exceptions; and any Proposer failing to do so may cause the District to determine such Proposal to be outside the competitive range.

The Proposer with the highest ranking Proposal may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that firm. If negotiations are conducted and not successful with the highest ranking Proposer then negotiations may be conducted with the next highest ranking Proposer and so on down the line until negotiations are successful.

The District reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request to amend its proposal and to make its Best and Final Offer (BAFO). The District reserves the right to award on the basis of initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of the District.

2. TECHNICAL PROPOSAL

The Evaluation Review Committee shall evaluate and rank all technical proposals from responsible proposers for the purpose of determining any competitive range and to make a selection of a proposal for potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated by a Proposer which do not cause the Committee to consider a Proposal outside of the competitive range, will be evaluated according to the respective evaluation criteria which they affect

The Evaluation Review Committee shall evaluate all technical Proposals to determine which meet the District's minimum requirements, without regard to price. The minimum requirements will be an initial cut off point for assessing minimum levels of financial capabilities. Compliance with each standard is required. The minimum requirements will be evaluated. The evaluation may, at the District's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met.

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

A. FIRM'S QUALIFICATIONS AND EXPERIENCE – 35 Points

Elements thereof include experience of Proposer providing security services similar to the one described in this RFP. The years of experience of the Proposer providing security services. References provided to the District. Positive references on similar type projects.

B. PROJECT MANAGEMENT/WORKPLAN – 35 Points

Elements thereof include (but are not limited to): adequacy of training programs, personnel selection system, uniforms/badges, and management system. Company's employee turnover rate. Experience and qualifications of key personnel; availability of staff and their responsibilities in the provision of this service; and adequacy, training and licenses of personnel assigned.

C. COST PROPOSAL – 30 Points

Proposals will be rated on the basis of the total cost of security services. The Proposal asserting the lowest will receive 30 points. All other proposals will receive between 1 to 30 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. The formula is as follows:

- a) Divide lowest proposed cost by cost of relevant proposal
- b) Multiply result from step a) times 30 points to determine points to be awarded.

The final score for each proposal will be obtained by summing the results from each section, with a perfect final score being 100 points. The Committee will take the Technical Proposal score for each proposal and add to it the respective Cost Proposal evaluation score to rank the proposal and to determine the overall preferred proposals.

The top Proposers with the highest rating based by points upon the award criteria may be granted an interview with the Evaluation Committee as part of the review process.

EXHIBIT A – FEDERAL CONTRACT CLAUSES

FEDERALLY REQUIRED CONTRACT CLAUSES

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Lobbying - Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect

to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized
Official

_____ Date

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with

49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

No Obligation by the Federal Government - (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the

underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts -

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

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

other information and materials accumulated in performing this contract, whether completed or in process.

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

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

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

Suspension and Debarment - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

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

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the District is located.

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

Disadvantaged Business Enterprises - a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **5.6%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the

District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

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

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

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

EXHIBIT B – STATE GRANT REQUIREMENTS

CONNECTICUT REQUIRED CERTIFICATIONS

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

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

Gift Certification – Form 1

Consulting Agreement Affidavit – Form 5

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

EXHIBIT C – Procurement and Appeals Process

GHTD Procedures and Appeals Process

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

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

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

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

1. Pre-Award

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

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

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

2. Award

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

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

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

3. Post-Award

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

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

4. Appeals to FTA

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

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

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

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

EXHIBIT D – GENERAL INFORMATION FORM

General Information Form

Name of Organization: _____

Organization's Address: _____

Telephone Number: _____

Years in Business: _____

Years in business Providing Auditing Services: _____

Organization is (check one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Association |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Public Agency |
| <input type="checkbox"/> Quasi-Public Agency | Other: (Explain): _____ | |

If the organization is a corporation indicate the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice-President's Name: _____

Secretary's Name: _____

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

Date of Organization: _____

Name and address of all partners: _____

Name and Title of the Organization's Authorized Representatives:

Contact for Questions about Proposal: _____

Officer responsible for Contract Performance: _____

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal dated October 18, 2017. The stated Proposal shall be firm for 120 days from the due date for this Proposal.

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

Authorized Signature: _____

Title: _____

Date: ____ / ____ / ____

EXHIBIT E – REQUIRED CERTIFICATIONS

Certification of Eligibility

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

Signature: _____

Firm: _____

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

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

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

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

Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

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

(Check One)

_____ I DO CERTIFY

_____ I DO NOT CERTIFY

SIGNATURE: _____

TITLE: _____

DATE: ____ / ____ / ____

Certification of Non-Collusion

The Undersigned certifies, under penalties of perjury:

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

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

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

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

Certification of Restrictions of Lobbying

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

hereby certify that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____.

By: _____
Signature & Title of Authorized Official

Certification For Small Business Enterprise

It is the policy of the Greater Hartford Transit District that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes and U.S. Small Business Administration shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this agreement.

The supplier or Contractor agrees to ensure that small business enterprises as defined above have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State and/or Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with Section 4a-60 of the Connecticut General Statutes to ensure that small business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

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

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

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

Eligible Contractors Certificate

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

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

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: ____ / ____ / ____

EXHIBIT F – COST PROPOSAL FORM

COST PROPOSAL FORM

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

Name of Organization: _____

Name of Authorized Representative: _____

Authorized Signature _____ Date _____

Services	2018	2019	2020	2021	2022
-----------------	-------------	-------------	-------------	-------------	-------------

Security Services

Weekly Cost	\$	\$	\$	\$	\$
-------------	----	----	----	----	----

Annual Cost	\$	\$	\$	\$	\$
-------------	----	----	----	----	----

(All inclusive cost, including supervision equipment/uniforms/materials, benefits, insurance, and any other associated costs)

Additional Service Requests

Hourly cost per guard hour:	\$	\$	\$	\$	\$
-----------------------------	----	----	----	----	----

Hourly cost per supervisor hour:	\$	\$	\$	\$	\$
----------------------------------	----	----	----	----	----

To provide any additional requested Guard coverage.

Additional Information Required:

Average Security Officer pay rate (hourly)	\$	\$	\$	\$	\$
--	----	----	----	----	----

Average Supervisor pay rate (hourly)	\$	\$	\$	\$	\$
--------------------------------------	----	----	----	----	----

EXHIBIT G
CONTRACT DOCUMENT

GREATER HARTFORD TRANSIT DISTRICT SECURITY SERVICES AGREEMENT

This AGREEMENT is made as of the XXX day of XXX by and between *firm name*, a Connecticut corporation with offices at XXX (“Contractor”) and The Greater Hartford Transit District, with offices at One Union Place, Hartford, CT 06103 (“District”).

WHEREAS, District desires to engage Contractor to provide security services with respect to the premises located at the Union Station Transportation Center Complex, One Union Place, Hartford, CT 06103 (“Premises”) and Contractor agrees to perform the services specified herein in accordance with all other terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement 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 Proposals for Security Services, 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 at the Premises by Contractor shall be in conformity with the description of services and District requirements as set forth on the SOW. Security Personnel (as hereinafter defined) may not perform duties outside the scope of the duties 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. Federal Requirements and Request for Proposals

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 Proposals entitled GHTD Request for Proposals #03-0013 (the “RFP”) 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. RFP.
- 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.

4. Hours of Service

The hours of service are determined in the sole discretion of District based on District's assessment of security needs at the Premises and shall be defined in writing by District and set forth on Schedule 1. Hours of service may be changed by District, subject to Contractor's capacity, upon five business day's written notice and Contractor's written confirmation of such change.

5. Term

This Agreement shall commence on the Effective Date and shall have an initial term of two years ("Initial Term"), unless extended by the District by exercise of its options to extend, as provided in the RFP. The District has the right, at its sole discretion, to extend this Agreement through no more than three (3) option years (March 1, 2015 through February 28, 2016; March 1, 2016 through February 28, 2017; and March 1, 2017 through February 29, 2018). 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 on or before December 1, 2014 of its desire to exercise such option for the first extended year. If the Parties are unable to agree upon the amount of the Rate for the first extended year by or before January 1, 2015, the Agreement will expire as of February 28, 2015, unless the Agreement is otherwise terminated in accordance with its provisions. If the Agreement is extended for the first option year, the District will provide notice to the Contractor by or before December 1, 2014 of its desire to exercise such option for the second year. If the Parties are unable to agree upon the amount of the Rate for the second extended year by or before January 1, 2016, the Agreement will expire as of February 28, 2016, unless the Agreement is otherwise terminated in accordance with its provisions. The extension of the Agreement for the third year option will follow the same process. The provisions of the Agreement will remain in force during any such option year(s) except for the amount of the Rates, which will remain subject to negotiation between the Parties.

6. Security Personnel

Contractor shall furnish District with Contractor security employees ("Security Personnel") as requested by District to perform the Services. Contractor shall be responsible for the direct supervision of all Security Personnel through designated representatives who will be available at reasonable times to consult with District or its designated representative. Contractor will remove from service as soon as a qualified replacement is available any Security Personnel who, in District's reasonable opinion, are not qualified to perform the Services. All Security 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 Security Personnel as may be requested by District to perform additional services. District agrees that it will give Contractor ample advance notice of such additional requirements, but in no event, less than 24 hours notice of any requirement for additional services and personnel. Notwithstanding anything in this Agreement to the contrary, District is solely responsible for determining the hours of Service and number of Security Personnel that District requires for appropriate security at the Premises and the necessity of any changes thereto.

7. Compensation

District shall compensate Contractor for the Services in accordance with the cost schedule specified 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.

8. Rate Changes

The rates set forth on Schedule 2 will remain in effect for a period of two (2) years and thereafter shall be renegotiated 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.

9. 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.

10. Invoices

Contractor will invoice District monthly. 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

(1) Contractor shall obtain and maintain throughout the term of this Agreement the following insurance:

Commercial General Liability - The Contractor shall carry Commercial General Liability Insurance, including premises/operations; contractual liability; personal injury; products/completed operations; property damage, providing for a per occurrence limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in anyone accident or occurrence, and for all damages arising out of injury to or destruction of property in anyone accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

Workers' Compensation Insurance - With respect to all services the Contractor performs and all those performed for the Contractor by its subcontractors, the Contractor and 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.

Bond Requirements - The Contractor shall furnish a Blanket Employee Dishonesty bond in the amount of one hundred thousand dollars and no/100ths (\$100,000.00) for the benefit of the District, providing protection to the District for acts of dishonesty by employees of Contractor, with such sureties as are licensed to conduct business in the state where the Service is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

In conjunction with the above, the Contractor agrees to furnish to the District a Certificate of Insurance fully executed by an insurance company or companies satisfactory to the District/State for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with terms of said Certificate of 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 such insurance coverage shall name the District as an additional insured except for Workers' Compensation Insurance coverage, provide a waiver of subrogation and such insurance shall be primary and non-contributory. Prior to the termination or lapse of any such insurance coverage, the Contractor shall submit a similar additional certificate of insurance to the District.

Contractor's failure to procure or maintain required insurance will constitute a material breach of the Contract.

Contractor shall furnish certificates evidencing such insurance upon execution of this Agreement and at the request of the District. District hereby waives any and all rights of subrogation that any insurer of District may have against Contractor. The obligations of Contractor under this Agreement shall not extend to claims, damages, losses and expenses of any nature whatsoever, including but not limited to attorneys' fees, to the extent they arise out of or are in any way attributable to (i) the negligence or willful misconduct of District and/or any of District's employees, agents and invitees, or (ii) services requested or directions given by District to Security Personnel which are not specified in Schedule 1 hereto.

(2) District shall obtain and maintain in force during the term of this Agreement its own insurance covering the full cost replacement of District's property and all property in control of District for others, along with District's own insurance policies in the amounts set forth in (b) and (c) above.

12. 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.

13. Limitation of Liability

(a) Contractor shall have no liability for the condition of District's property (real or personal) and shall not have any liability for injury to the person or property of any of District's employees or invitees for any loss which is not the direct result of Contractor's gross negligence or willful misconduct. Any claim that Contractor is liable as a result of personal injury or property damage resulting directly from the gross negligence or willful misconduct of Contractor or its Security Personnel in performing hereunder must be made in writing and received by Contractor not later than the twentieth (20th) day following the occurrence which gives rise to the claim. The claim must set forth with specificity the date, time, place, and nature of the occurrence; the injury or damage sustained; and a description of the action which is alleged to have given rise to the injury or damage. The time period for the filing of such claims is absolute. It will not be extended unless, in the sole discretion of Contractor, exceptional circumstances warrant an extension

and any such extension must be in writing and signed by an officer of Contractor. Any claim that is not properly and timely filed shall be deemed to be waived.

(b) District acknowledges and agrees that Contractor is not an insurer or guarantor. The rates charged by Contractor hereunder are insufficient to guaranty that no loss will occur, and Contractor makes no guarantee, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose or otherwise that the Services supplied will avert or prevent occurrences or losses which the Services are designed to help detect or avert. District further acknowledges and agrees that it has the sole, absolute, and ongoing responsibility to determine the security requirements at the Premises and Contractor shall have no liability to District or any third party for claims that Services were inadequate with respect to the number or hours of coverage of Security Personnel. District will indemnify and hold harmless Contractor from and against such third party claims pursuant to Paragraph 13 hereof.

(c) Notwithstanding anything to the contrary set forth in this Agreement, District hereby acknowledges that Contractor is being hired solely as a guard service to provide security services for District's building and /or personal property and not individuals or persons. Security Personnel shall not be deemed guards or escorts of persons within, to, or from District's building. Security Personnel shall use commercially reasonable efforts to safeguard District's building and/or personal property from theft, burglary, break-ins, and vandalism; however, District recognizes that Contractor's efforts to do so shall not be a guarantee or insurance against any of the foregoing. Any actions taken at the request of District by Security Personnel beyond the scope of the duties set forth on the SOW, such as acting as an escort or guard of persons, shall be expressly prohibited and shall not be deemed to change the scope of duties contracted for hereunder and Contractor shall bear absolutely no responsibility nor liability in connection therewith. Services hereunder are only being provided to District and no other person or entity neither is nor is intended to be a third party beneficiary under this Agreement. Contractor is assuming no duty to protect any other persons or entities or their property nor is it being compensated hereunder to do so. Contractor shall not be liable to any person or entity not a party to this agreement for any bodily injuries, including death, or property damage allegedly caused by Contractor's failure to protect such person or entity or the property thereof, nor shall it be liable for indemnity or contribution in favor of any person or entity, including District, against whom such a claim is brought.

14. Indemnification

Contractor shall indemnify and hold harmless District from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges and expenses, including reasonable attorneys' fees ("Damages") which may be imposed upon or incurred by or asserted against District to the extent the Damages arise from or are related to the gross negligence or willful misconduct of Contractor or its Security Personnel in the performance of Services. The foregoing indemnity shall not be applicable to the extent that such Damages result or arise from the willful misconduct or negligence of the District or to actions taken at the request of District by Security Personnel beyond the scope of duties set forth in the SOW. District shall indemnify and hold harmless Contractor from and against all Damages which may be imposed upon or incurred by or asserted against Contractor except to the extent the Damages arise from or are related to the gross negligence or willful misconduct of Contractor. Notwithstanding anything contained herein to the contrary, neither party shall be liable for any indirect, incidental, special or consequential damages, whether in contract or tort (including negligence and strict liability) resulting from its performance or failure to perform under this Agreement, including but not limited to loss of anticipated profits or benefits, even if such party has been advised of the possibility of such damages.

15. 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, strike, labor shortage 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.

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. None of the benefits of District's employees are available to Contractor's Security Personnel.

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 including but not limited to the Immigration Reform and Control Act of 1986 which are now or may in the future become applicable to Contractor and Security Personnel.

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. Non-Solicitation

District agrees that it will not, during the term of this Agreement and for a period of one year after termination of this Agreement, hire for its own employment any Security Personnel used by Contractor in the performance of this Agreement. Should District hire such Security Personnel, District shall, in addition to its obligations hereunder, pay to Contractor a sum equal to any and all costs expended by Contractor for the training of such Security Personnel, the cost of uniforms, procurements and other related costs and a total of two months of the then gross pay which Contractor last paid to Security Personnel, based upon the highest two months salary received by such Security Personnel within the prior six months but in no event shall the reimbursement to Contractor be less than \$2,500. It is agreed by the parties that such reimbursement shall be in addition to the rates charged hereunder and shall be fair compensation, consideration and liquidated damages for the loss of services of the employee to Contractor.

24. 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:

XXXXX

If to District:

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

25. 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.

26. 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 16 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.

**GREATER HARTFORD TRANSIT:
DISTRICT:**

XXXXXXXXXX.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Schedule 1

Statement of Work

The Scope of services from the RFP and the Project Management/Work Plan from the Contractor's Response will be incorporated here.

Schedule 2
(Rates and Hours for Contract Term)

The contractors proposed work plan (including number of employees to be assigned to project and shifts to be utilized and number of hours per day each employee will be assigned), and the Contractors Cost proposal for Years 1 and 2 will be incorporated here.

Schedule 3

Federally Required Contract Clauses

GHTD RFP #03-013 Security Services

Response to GHTD RFP #03-013