



**REQUEST FOR PROPOSAL  
GHTD RFP #08 - 018**

**HVAC PREVENTIVE MAINTENANCE  
and  
FULL SERVICE MAINTENANCE AGREEMENT  
GREATER HARTFORD TRANSIT DISTRICT  
ADA OPERATIONS AND MAINTENANCE FACILITY  
EAST HARTFORD, CT**

**February 20, 2018**



## NOTICE

### GREATER HARTFORD TRANSIT DISTRICT ADA OPERATIONS AND MAINTENANCE FACILITY REQUEST FOR PROPOSALS

GHTD RFP #08-018

### HVAC SYSTEM PREVENTIVE MAINTENANCE and FULL SERVICE MAINTENANCE AGREEMENT

The Greater Hartford Transit District (The District), Hartford, Connecticut is seeking a firm or firms to provide a Preventive Maintenance and Full Service Maintenance Agreement for its HVAC System at the ADA Operations and Maintenance Facility located in East Hartford, CT. Proposal documents may be obtained by visiting the State of Connecticut Department of Administrative Services State Contracting Portal website: [https://biznet.ct.gov/SCP\\_Search/Default.aspx?Acclast=2](https://biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2), the Greater Hartford Transit District website: <http://www.hartfordtransit.org/businessopp.html>, or by emailing the District at: [ldrake@ghtd.org](mailto:ldrake@ghtd.org). A pre-proposal conference and walk through will be held on **Wednesday, March 6, 2018 at 10:00 a.m.** in the Training Room (1<sup>st</sup> floor) at the ADA Operations and Maintenance Facility, 148 Roberts Street, East Hartford, CT 06103, to outline requirements as well as to provide the opportunity for questions and explanations.

Proposals shall be submitted to LaShaunda Drake, Greater Hartford Transit District, One Union Place, Hartford, CT. 06103, on or before **2:30 p.m. on Wednesday, March 21, 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 is subject to a financial assistance contract between the District and the Connecticut Department of Transportation and the Federal Transit Administration. 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, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

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

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ATTACHED EXHIBITS

- EXHIBIT A. FEDERALLY REQUIRED CONTRACT CLAUSES
- EXHIBIT B. STATE OF CT GRANT REQUIREMENTS
- EXHIBIT C. DISTRICT PROCUREMENT PROCEDURES and APPEALS PROCESS
- EXHIBIT D. GENERAL INFORMATION FORM
- EXHIBIT E. REQUIRED CERTIFICATIONS
- EXHIBIT F. COST PROPOSAL FORM
- EXHIBIT G. CONTRACT

# 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 which is 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 through our ADA Operations and Maintenance Facility located at 148 Roberts Street, Hartford, CT 06103. 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, as the owner of the ADA Paratransit Operations and Maintenance Facility (the "Facility") is soliciting proposals through this Request for Proposals ("RFP") from a professional firm or firms interested and capable of entering into a Preventive Maintenance and Full Service Maintenance contract with the District for the upkeep of the heating, ventilation and air conditioning (HVAC) system located at 148 Roberts Street, East Hartford, CT. 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., Wednesday, March 21, 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 prepared as described in Section III of this RFP.

Proposals shall be enclosed in a sealed envelope and clearly marked "PROPOSAL FOR HVAC SYSTEM PREVENTIVE MAINTENANCE and FULL SERVICE MAINTENANCE AGREEMENT" 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](mailto:ldrake@ghtd.org) on or before **noon EST, on Friday, March 9, 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 including a walk-thru inspection will be held on **Wednesday, March 6, 2018 at 10:00 a.m.** in the Training Room (1st floor) at the ADA Operations and Maintenance Facility, 148 Roberts Street, East Hartford, CT 06103, 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 Facility's Training Room located on the first floor. 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. The agreement between the District and the Successful Proposer shall consist of an initial three (3) year Preventive Maintenance period commencing upon than May 1, 2018, and ending April 30, 2021. After which two one year options may be exercised, singularly, or in multiple years, at the sole discretion of the District. Prior to exercising each option

year, the District will determine if a preventive maintenance or full service maintenance agreement will be required.

## **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:

- The Proposer shall have a minimum of five (5) years previous experience in providing HVAC Preventive and Full Service Maintenance
- In order to be considered for award, the Contractor shall have mechanics which are authorized factory trained on "Liebert" equipment as well as "Greenheck", "Daikin", "Lochinvar", "Baldor", "Bradford White" and "Johnson Controls" equipment.
- Firms submitting proposals must be registered with the Secretary of State's Office to conduct business in the state of Connecticut.

## **7. FEDERAL GRANT REQUIREMENTS**

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

It is the policy of the District that disadvantaged business enterprises ("DBE's"), be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from DBEs allocated to the Services.

The term "disadvantaged business enterprise" means a business enterprise that is at least 51% owned and controlled by one or more socially disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons would include but not be limited to citizens of the United States who are: African Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; and, women regardless of race and ethnicity.

Proposers will submit a statement indicating its own DBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let to comply with the District's DBE goal of 5.6%.

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

The District is a part of the State of Connecticut Department of Transportation Unified Certification Program ("UCP") and any contractor and/or sub-contractor and/or vendor utilized to meet the DBE Participation requirements must be certified through that UCP. A list of Conn DOT Certified DBE vendors can be found at: [www.biznet.ct.gov/dot\\_dbe/dbesearch.aspx](http://www.biznet.ct.gov/dot_dbe/dbesearch.aspx). Upon request, the District will provide information related to the state certification process.

## **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. 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](http://www.das.state.ct.us)) as an SBE/MBE as defined by Section 4a-60g of the Connecticut General Statutes as revised.

Proposers will submit a statement indicating its own SBE/MBE status and what subcontracts and/or overhead purchases with amounts thereof under this project it will let to comply with the District's SBE/MBE overall goal of 8%.

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. FUNDING**

Any contract resulting from this request for proposals is subject to a financial assistance contract between the District and the State of Connecticut Department of Transportation and between the District and the US Department of Transportation, 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.

### **13. SUBCONTRACTING**

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

### **14. LIQUIDATED DAMAGES**

The Contractor shall pay the District liquidated damages in amounts specified herein for each and every time period specified below, that he/she shall be in default in responding to service request or completing work to be performed pursuant to these specifications. The amount of liquidated damages, which sum is hereby agreed upon as liquidated damages which the District will suffer by reason of such default. Response time shall be defined as time interval from when the Contractor receives the request for service until the time the Contractor arrives at the applicable District Facility. Allowable exceptions may be delays in response, due to the Contractor's vehicle being involved in a traffic accident, suffers a mechanical breakdown or encounters bad weather, or becomes involved in extreme traffic congestion, which condition or event is of such nature and severity as to prevent the responding technician from timely reaching its destination, and if such event or condition is immediately reported by the Contractor to the District's Operations Administrator.

Emergency requests for service shall be responded to within two (2) hours of the initiation of the service request. The Contractor shall be assessed liquidated damages in the amount of \$50.00 per hour commencing one hundred twenty one minutes after the initiation of the service request increasing to \$100 for any additional hour commencing after 181 minutes from the original call.

Continued failure to meet service response requirements may result in a substantive breach of Contract and cancellation of the outstanding Contract. Additionally, the District has the right to purchase services from another vendor for any reason due to the Contractor's failure to perform in accordance with the terms and conditions of this contract. In that case, the Contractor will be charged the total cost for the other vendor's performance of the service plus \$100.00 per occurrence to cover administrative fees and costs.

### **15. VALIDITY OF PROPOSALS**

Proposers agree that their proposals remain valid for a period of ninety (90) days after the above cited due date for submission of proposals and may be extended beyond that time by mutual agreement.

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

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.

## **16. 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. Proposers 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 a direct result of Proposals received or elect to negotiate with Proposers.

## **17. PROPOSAL WITHDRAWAL**

The Proposer's authorized representative may, prior to the date and times 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 a proposal is 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 ninety (90) calendar days.

## **18. 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.

## **19. INSURANCE REQUIREMENTS**

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

### **A. Commercial General Liability**

Commercial General Liability Insurance, including a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, death or property damage, to be on the so-called "occurrence" form with a combined limit of

not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence, and to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

#### **B. Workers' Compensation Insurance**

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

#### **C. Business Automobile Insurance**

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

#### **D. Professional Liability Insurance**

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

#### **E. Certificate of Insurance**

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc.. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance required hereunder, Contractor shall deliver to the District certificates of insurance evidencing such coverage and any renewal or successor policies. If the Contractor engages any subcontractor to perform any of its obligations under this Contract, the Contractor shall also deliver to the District certificates of insurance from such subcontractor evidencing such coverage and any renewal or successor policies. All policies of insurance required hereunder shall name the District (and such other persons or entities designated by the District) as an additional insured (except the workers compensation insurance). For the Workers' Compensation Insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy (ies) shall be indicated on the certificate. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless. All insurance policies provided for above shall contain clauses or endorsements to the

effect that: (i) no act or negligence of the Contractor, or anyone acting for the Contractor, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as the District is concerned; (ii) no such policies shall be canceled without at least thirty (30) days' notice to the District (10 days for non-payment of premium); (iii) shall contain a waiver of subrogation in favor of the District, and (iv) shall provide that such coverage is primary and non-contributory.

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

#### **F. Indemnification**

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

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

## **20. 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
  - Certificates for DBE Participation
  - Certificate for Subcontractor use
  - Eligible Proposers Certificate
- F. Cost Proposal Forms**
- G. Contract**

## **SECTION II - TECHNICAL**

### **1. BACKGROUND AND OVERVIEW**

The District is looking for a firm or firms to provide a Preventative Maintenance and Full Service Agreement for Heating, Ventilating, Air Conditioning (HVAC) and Control Maintenance, Repair and/or Replacement Services at One Union Place, Hartford, Connecticut.

Preference will be given to contractors that have satisfactory experience with similar size/type facility.

### **2. PROJECT SCOPE**

The Contractor shall be responsible for all maintenance, repair and/or replacement of any and all heating, ventilating, air conditioning (hereinafter referred to HVAC) and control (control is defined as any or all control systems components or parts including but not limited to thermostats, control valves, damper control, motors, linkages, compressors, starters, etc) systems, components, parts appurtenances, etc. The Contractor will be responsible for maintaining the HVAC and control systems in proper and efficient operating condition.

The Contractor's responsibilities shall include: (1) regularly scheduled inspections and maintenance (preventative and full service) to include emergency service calls and; (2) repair and/or replacement, by approval of the District.

#### **A. ROUTINE MAINTENANCE (PREVENTIVE/FULL SERVICE) AND INSPECTIONS**

Routine scheduled maintenance (preventive and full service) and inspections shall be conducted at a minimum at the intervals described in the timeline specified by the Proposer in the scope of work and at times mutually agreeable by the District's Operations Administrator or designee, and must be inclusive of, but not limited to, the services outlined in the "Preventive Maintenance Program" and "Full Service Maintenance Program" charts referenced in this RFP.

The inspections and full service maintenance shall include a complete examination of all equipment and periodic preventive maintenance of all equipment in accordance with manufacturer's recommendations, these specifications, and sound and accepted practices and principles of the trade. Inspections and maintenance shall be conducted at equally spaced intervals relative to the number of inspections and length of the applicable contract period. Following each service/maintenance/inspection visit to the facility, the Contractor shall provide a record of work performed to the District's Operations Administrator or designee. This record may be provided electronically or in hard copy.

In addition the Contractor shall conduct a survey of each system by October 15th of each year at which time a written survey report shall be issued to the Operations Administrator or designee. The report shall include an inventory of all equipment as well as a statement as to the current condition of all systems and components.

## **B. EMERGENCY SERVICE REQUESTS**

An emergency service request shall be initiated when there is an occurrence of equipment failure, malfunction or interruption in service. The determination of an emergency condition shall be made by the Operations Administrator or designee. Service requested on an emergency basis shall be responded to within two (2) hours after initiation of the request. Response time shall be defined as time interval from when the Contractor receives the request for service until the time the Contractor arrives at the District facility. The Contractor shall be required to provide such service on a 24-hour per day seven day per week basis, holidays included. The cost of such emergency calls regardless of when such emergencies are responded to shall be at no extra cost to the District and shall be included in the maintenance agreement for routine and emergency service. Parts for emergency services requested that are not stocked directly by the Contractor shall be ordered and shipped by the most expedient and reliable means available at no extra cost to the District. Once on site the Contractor shall work diligently to complete such emergency work expeditiously.

## **C. EMPLOYEES**

The personnel employed by the Contractor shall be capable employees, trained and qualified in HVAC maintenance. In order to be considered for award, the Contractor shall have mechanics who are authorized factory trained on "Liebert" equipment as well as "Greenheck", "Daikin", "Lochinvar", "Baldor", "Bradford White" and "Johnson Controls" equipment.

The Contractor shall make every effort to send and maintain the same maintenance personnel to the site to service the equipment.

## **D. FAILURE TO PERFORM REQUIRED SERVICES**

The Contractor shall pay the District liquidated damages in amounts specified in Section I of this RFP for failure to respond to service requests or completing work pursuant to these specifications. Continued failure to meet service response requirements may result in a substantive breach of Contract and cancellation of the outstanding Contract.

## **E. OMISSIONS**

Any items, equipment, and/or services omitted from this specification which are clearly necessary for the completion of the project shall be considered a portion of the project although not directly named in these specifications

**F. LIST OF EQUIPMENT**

ITEM	QUANTITY	MANUFACTURER/ MODEL #	Serial #
Air Handling Unit	2	Liebert	
Boiler	1	Lochinvar/ FTX725N	1636103397561
Boiler	1	Lochinvar/ FTX725N	1636103397565
Boiler	1	Lochinvar/ FTX725N	1637103420406
Condensing Unit	1	Liebert/ PFH020A-PL7USA	C16JG1A160
Condensing Unit	1	Liebert/ PFH027A-PL7USA	C16JG1A161
Controls	1	Johnson Controls	
Exhaust Fan	1	Greenheck/ CU3E-360-50-X	14751600
Exhaust Fan	1	Greenheck/ GB-101-4-X	14757431
Exhaust Fan	1	Greenheck/ USF-318-10- BL-50-X	14757431
Exhaust Fan	1	Greenheck	
Exhaust Fan	1	Greenheck	
Fan Coil Unit	9		
Heat Rec. Unit	1	Daikin	
Hot Water Heater	1	Bradford White/ 120482	135482
Package Unit	1	AAON/ RN-030-3-0WA09- EJJ	201606- BNWT05261
Pump	2	Baldor	
Unit Heater	15		
Variable Air Volume Unit	26		

<b>LOCATION OF HVAC EQUIPMENT</b>	
<b>LOCATION</b>	<b>EQUIPMENT</b>
BOILER ROOM	BOILER, HEAT REC. UNIT, HOT WATER HEATER, PUMP
COMPUTER/TECH ROOM	AIR HANDLING UNIT
ROOF	CONDENSING UNIT, EXHAUST FAN, PACKAGE UNIT
VARIOUS AREAS IN BLDG	FAN COIL UNIT, UNIT HEATER, VARIABLE AIR VOLUME UNIT

**G. PREVENTIVE AND FULL SERVICE MAINTENANCE PROGRAM**

Preventive and Full Service Maintenance must be performed in a professional and consistent manner. To ensure proper and efficient operation of the District’s HVAC system, the Proposer must be able to demonstrate their ability to administer a comprehensive preventative maintenance program which is inclusive, but not limited to, the tasks outlined below (routine inspection of equipment is a component of both maintenance programs):

PREVENTATIVE MAINTENANCE TASK	EQUIPMENT INVOLVED
<b>INCLUDES THE FOLLOWING COMPONENTS:</b>	
Adjust/Modify	Superheat Settings, Capacity Control Modules, Belt Tension, Oil Burners, Gas Burners, Starter Transfer Timers, Compressor Cylinder Unloaders, Outside Air Dampers, Outdoor Switch-Over Controls
Change/Replace	Belts, Filters and other part(s) at least twice per year
Clean	Condenser Coils, Blower Wheels; Condensate Drains/Pans, Cooling Tower Basins; Cooling Tower Nozzles, Boiler Combustion Chambers, Chilled Water Coils
Control Calibration/Adjustment	Pneumatic Temperature Controls, Refrigeration Controls, Pressure Controls, Operating Controls, Safety Controls
Lubrication	Motor and Fan Bearings, Changing Oil, Renewing Oil Filters, Oiling Damper Linkages and Bearings
Routine Testing/Checks	Operating Refrigerant Pressures, Voltages and Amperages, Belts and Belt Tension, Drive Couplings, Proper Control Sequencing, Electrical Connections, Rotation, Contactors, Starters. Overall Operating Performance of Heating & Cooling Systems

FULL SERVICE MAINTENANCE TASK	EQUIPMENT INVOLVED
<b>INCLUDES ALL COMPONENTS OF THE PREVENTIVE MAINTENANCE TASK LIST PLUS THE FOLLOWING:</b>	
Maintenance of Software	Review for Accuracy and Completeness. Proposer Must Provide Hard Disk Back Up of Data Files
Programming	Utilizing Existing Programs to Ensure Proper Functionality
Repair/Replacement	Blower Bearings, Blower Shafts, Blower Wheels, Circular Pump Motors, Combustion Blower Motors, Combustion Gas Valves, Compressor Oil Pumps, Compressor Overloads, Compressor Unloaders, Compressor Valve Plates & Reeds, Condenser Fan Controls, Condenser Fan Motors, Control Transformer, Economizer Motors, Electrodes, Electronic Spark Igniters, Enthalpy Controls, Exhaust Fan Motors,

	Expansion Valves, Fan Blades, Fan Controls, Flame Controllers, Gas Pilot Assemblies, Hermetic A/C Compressor, Ignition Transformers, Indoor Blower Motors, Limit Controls, Motor Bearings, Motor Capacitors, Motor Overloads, Oil Burner Nozzles, Pressure Controls, Pulley & Sheaves, Pump Couplings, Safety Controls within Unit, Semi-Hermetic A/C Compressors, Screw A/C Compressors, Scroll A/C Compressors, Thermocouples, Thermostats, Time Delay Controls, Unit Contractors/Relays, Unit Gas Valves
System Operation	Test/Verify Controller Performance Per Specifications
Test/Calibrate	Control Devices To Ensure Industry Standard Compliance and Design Spec Operation

Routine inspections of the HVAC system must be scheduled in advance with the District's Operations Administrator or designee and are expected to be in compliance with the timeline as specified in the agreement. The preventive maintenance and full service maintenance program proposed must factor in the various seasonal service tasks which need to be performed on a per season basis in order to ensure proper operation of the HVAC system. Inspections must include testing of the HVAC system's components to determine equipment status. A detailed service report noting needed repairs and/or deficiencies uncovered during the inspection must be presented to the Operations Administrator or designee immediately following the inspection with recommendations for service and/or replacement.

All equipment required to carry out operations within the scope of this proposal shall be provided by the Contractor.

No unauthorized person or persons shall accompany contractor's personnel while conducting work under this contract.

## 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 identified as the original) and one (1) electronic copy of the Proposal shall be enclosed in a sealed envelope and clearly marked **“PROPOSAL FOR HVAC PREVENTIVE MAINTENANCE and FULL SERVICE MAINTENANCE AGREEMENT”** on the front thereon on or before **2:30 p.m. on Wednesday, March 21, 2018**. 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. Marketing materials and/or product brochures 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.

Cost Proposal information shall be based on the type of HVAC Preventive and Full Service Maintenance services to be provided and the associated requirements as specified in this RFP. The price to be quoted in any proposal shall include all items of labor, materials, and other costs necessary to fully provide the services.

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

### 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 HVAC Preventive Maintenance and Full Service Maintenance agreement for the ADA Operations and Maintenance Facility.

In this section the Proposer shall present the case for the selection of the Proposer as the District's HVAC Preventative Maintenance and Full Service Maintenance firm. The Proposer shall provide a narrative that addresses the services they are proposing as outlined in the Scope of Work. The narrative should show the Proposer's understanding of the District's needs and requirements. This section should also include any exclusions from the preventive maintenance and full service maintenance programs being proposed. Timelines for the services (routine inspections, servicing of equipment, etc.) should be identified in this narrative.

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.

### **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 HVAC Preventive Maintenance and HVAC Full Service Maintenance similar in scope to those requested in this RFP.

The Proposer should state their qualifications as a professional firm which should include, but not be limited to, previous Services offered to businesses, current contracts being performed by the Proposer, the length of time that this business has been performing this service, the length of time employees who will execute the service have been employed by the service, and any special qualifications those employees might have.

The Proposer must have a minimum of five years of experience in the provision of full service preventive maintenance services and demonstrate it has the ability to fulfill the obligations of this contract. Additionally, in order to be considered for award, the Contractor shall have mechanics which are authorized factory trained on "Liebert" equipment as well as "Greenheck", "Daikin", "Lochinvar", "Baldor", "Bradford White" and "Johnson Controls" equipment.

The proposal must also include a list of references (at least three) to whom 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

The Proposer must identify subcontractors (if any) by name, address, contact person, telephone number and project function.

#### **D. FINANCIAL CAPACITY**

Each proposer must submit information to allow the District to assess the financial capacity of the proposer's organization. This information must include audited financial statements of the proposer and any parent or affiliated company for the past three (3) years. Including:

- A summary of all claims made in the last five (5) years arising out of previous contracts listed including financial disposition of each claim, the project name, amount, date, and location.
- A statement describing whether or not the proposer has defaulted on a project within the last two years, including name, location, amount, and date.
- A statement describing whether the Proposer has been found to be non-responsible proposer, for reason other than being non-responsive, by a public agency within the past two years, including project name, amount, location and date.
- A statement describing whether the Proposer, any officer of the Proposer, or any employee of the proposer, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of a law or safety regulation, and if so, explaining the circumstances, including project name, amount, location, date, etc.

#### **E. PROJECT MANAGEMENT/WORK PLAN**

This section of the proposal should establish the method that will be used by the Proposer to manage the proposed services offered as well as identify key personnel assigned to these services. This narrative should show the Proposer's understanding of the District's needs and requirements.

#### **5. AFFIRMATIVE ACTION STATEMENT**

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

#### **6. REQUIRED CERTIFICATIONS**

The Proposer must submit the completed and signed certifications shown in Exhibit 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 preventive maintenance services as stated in this RFP. Cost information shall be completed for **each** service year:

##### **Preventive Maintenance Contract Term**

Year 1: May 1, 2018 to April 30, 2019

Year 2: May 1, 2019 to April 30, 2020

Year 3: May 1, 2020 to April 30, 2021

**(Option Years 4 & 5)**

**Preventive Maintenance or Full Service Maintenance (To Be Determined By the District)**

Year 4: May 1, 2021 to April 30, 2022

Year 5: May 1, 2022 to April 30, 2023

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 cost proposal forms provided as Exhibit F.

**PLEASE NOTE: Cost information must appear only in the Cost Proposal; cost information must not be discussed or included in the technical proposal.**

The subsequent contract is considered a FIRM FIXED-PRICE CONTRACT. The fee proposed shall remain firm and shall include all charges that may be incurred in fulfilling the terms of the contract

**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 for this RFP. All proposals received will be evaluated 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.

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 – 30 Points**

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

### **B. PROJECT MANAGEMENT/WORKPLAN – 30 Points**

Elements thereof include the experience of the project manager, the proposed project team, including the supervisors assigned; equipment and onsite supervisory support; proposers' work plan; and quality control provisions. Experience and qualifications of key personnel; availability of staff and their responsibilities in the provision of service; and adequacy, training and licenses of personnel assigned. Operational preventative and full maintenance program to be used, the availability and content of written policies and procedures; preventative and full maintenance scheduling system to be used; repairs and replacements; response time; emergency response time; and items classified as non-maintainable.

### **C. UTILIZATION OF DBEs –5 Points**

Compliance with the District's DBE goals as set forth in the RFP will be evaluated.

### **D. COST PROPOSAL – 35 Points**

This aspect relates to the Contractor's overall budget, and the completeness and reasonableness of specific budget assumptions and projected level estimates. The reasonableness of the total cost proposal and the competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; and reasonableness of unit price.

Proposals will be rated on the basis of the total cost of services. The Proposal asserting the lowest will receive 35 points. All other proposals will receive between 1 to 35 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 35 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.

***EXHIBIT A: FEDERALLY REQUIRED CONTRACT  
CLAUSES***

## **FEDERALLY REQUIRED CONTRACT CLAUSES**

### **No Obligation by the Federal Government.**

(1) The Purchaser and Proposer 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, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Proposer 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 subProposer who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Proposer 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 Proposer 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 Proposer 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 Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer 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 Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer 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 subProposer who will be subject to the provisions.

**Access to Third Party 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 Proposer 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 Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Proposer also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Proposer access to Proposer'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, Proposer agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Proposer, access to the Proposer'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, Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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).

7. FTA does not require the inclusion of these requirements in subcontracts.

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

**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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer 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 Proposer 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 Proposer agrees to comply with any implementing requirements FTA may issue.

(3) The Proposer 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.

**Energy Conservation** - The Proposer 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.

### **Termination**

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

**b. Termination for Default.** If the Proposer refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Proposer fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to the Proposer a Notice of Termination specifying the nature of the default. In this event, the District may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Proposer and its sureties shall be liable for any damage to the Recipient resulting from the Proposer's refusal or failure to complete the work within specified time, whether or not the Proposer's right to proceed with the work is terminated. This liability

includes any increased costs incurred by the Recipient in completing the work.

The Proposer's right to proceed shall not be terminated nor the Proposer charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Proposer. Examples of such causes include: acts of God, acts of the Recipient, acts of another Proposer in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Proposer, within [10] days from the beginning of any delay, notifies the District in writing of the causes of delay. If in the judgment of the District, the delay is excusable, the time for completing the work shall be extended. The judgment of the District shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Proposer's right to proceed, it is determined that the Proposer was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the District.

**Suspension and Debarment-** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, 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 Proposer 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 Proposer or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Proposer 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 Proposer 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 Proposer or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Buy America** - The Proposer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects

are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub Proposers.

**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 Proposer mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Proposer 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 Proposer and the Proposer shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), Proposer 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 therefore 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 (Recipient) and the Proposer 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 (Recipient) is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under 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 District, Gregg Wies & Gardner Architects, LLC or Proposer 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.

**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.]** - Proposers 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.

**Clean Air** - (1) The Proposer 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 Proposer 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 Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Clean Water** - (1) The Proposer 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 Proposer 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 Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Cargo Preference - Use of United States-Flag Vessels** - The Proposer agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United

States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Proposer in the case of a subProposer's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Fly America Requirements** - The Proposer 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 sub recipients of Federal funds and their Proposers 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 Proposer 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 Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No Proposer or subProposer contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Proposer and any subProposer responsible therefore shall be liable for the unpaid wages. In addition, such Proposer and subProposer shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages

required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or subProposer under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or subProposer for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Proposer or subProposer shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subProposers to include these clauses in any lower tier subcontracts. The prime Proposer shall be responsible for compliance by any subProposer or lower tier subProposer with the clauses set forth in paragraphs (1) through (4) of this section.

**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 8%. A separate contract goal has not been established for this procurement.

b. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Proposer 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 Proposer signs with a subProposer must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

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

e. The Proposer must promptly notify District, whenever a DBE

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

**Recovered Materials** - The Proposer agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether 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 of the District's requests which would cause the District to be in violation of the FTA terms and conditions.

***EXHIBIT B: STATE OF CONNECTICUT GRANT  
REQUIREMENTS***

## CONNECTICUT REQUIREMENTS

### EXECUTIVE ORDERS

This Agreement is subject to the provisions of Executive Order No 49 of Governor Dannel P. Malloy promulgated May 22, 2015 concerning fairness and transparency in the state procurement process. Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 promulgated April 17, 2006, concerning the utilization of environmentally and health-friendly cleaning and/or sanitizing products when practicable. Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: [http://www.das.state.ct.us/Purchase/Info/Executive\\_Orders.pdf](http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf)

**Small Business Enterprises.** In connection with the performance of this Agreement, the Consultant shall cooperate with the District in meeting its commitments and goals with regard to the maximum utilization of small business enterprises ("SBEs"), as defined in Section 4a-60 of the Connecticut General Statutes, and will use its best efforts to insure that SBEs shall have the maximum practicable opportunity to compete for any sub-contract work under this Agreement.

The District has agreed with the Connecticut Department of Transportation to include in the Agreement the Special Provisions Requirements of Section 46a-68j-30(9) of the Contract Compliance Regulations.

The Contractor agrees to ensure that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State 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.

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 recipient (the District) deems appropriate.

**Non-Discrimination in Employment and Affirmative Action.** In connection with the carrying out of the Project the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their pre-employment, without regard to their 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 Consultant 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 Project.

The District has agreed with the Connecticut Department of Transportation ("CTDOT") to include in this Agreement the following Sections from the Agreement between the District and CTDOT:

Section 32 Civil Rights. (b)(1) The Second Party (the "District and its Operator") agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Section 33. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a.60 of the Connecticut General Statutes, (1) the Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second

Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

**Non-Discrimination on the Basis of Disability.** The Consultant shall insure that all fixed facility construction or alteration and all new equipment purchased to provide the Services comply with applicable regulations regarding Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, set forth at Title 49, Code of Federal Regulations, Part 27, and any amendments thereto.

The Agreement shall be deemed to include the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference, and all requirements upon consultants and contractors of the "Second Party" (the "District") set forth in said PROVISIONS shall be deemed requirements upon the Consultant hereunder. In any event, the Consultant shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said PROVISIONS.

## 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:

[www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)

- 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 – DISTRICT PROCUREMENT AND  
APPEALS PROCESS***

## **GHTD Procurement Procedures and Appeals Process**

It is the policy of the Greater Hartford Transit District that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is the District's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and District Policies.

The District has established these pre-bid, pre-award, and post-award procurement protest policy and procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration.

### 1. Pre-Bid

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial notice and/or solicitation published by the District requesting bids or proposals from vendors or other interested parties..

### 2. Pre-award

A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

### 3. Post-Award

A post-award protest is a protest received after award of a contract. A post-award protest must be received within 5 business days of the notification of the award. A post-award protest generally alleges a violation of applicable federal or state law and/or District policy or procedures relative to the seeking, evaluating and/or awarding of the contract. Each Proposer will be notified by first class mail of the decision of the District as to the selection of 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.

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

All Protests must be filed in writing to:

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

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

Greater Hartford Transit District, Vicki L. Shotland, Executive Director or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Executive Director or Designee must be in writing and shall

include a response to each substantive issue raised in the Protest. The Executive Director's decision shall constitute the District's final administrative determination.

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

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

A Protester must exhaust all administrative remedies with the District before pursuing a protest with the Federal Transit Administration (FTA). Reviews of protests by the FTA will be limited to (1) failure to have or to follow the District's protest procedures or failure to review a complaint or Protest or (2) violations of Federal law or regulation.

A Protest Appeal to FTA must be received within five (5) working days of the date of the final decision by the Greater Hartford Transit District is rendered. The appeal must be in writing and must include the name and address of the protestor, cite the District as the grantee, the number of the solicitation, a statement of the grounds for protest and any supporting documentation, including a copy of the local Protest filed with the District and a copy of the District's decision, if any. Protest appeals should be filed with:

Federal Transit Administration Region 1 Office,  
Kendall Square  
Attention: Procurement Appeal  
55 Broadway, Suite 920  
Cambridge, MA 02142-1093

Upon receipt of a notice that an appeal has been submitted to FTA prior to the award of a contract, 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 contact 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: \_\_\_\_\_  
Company Federal taxpayer identification number \_\_\_\_\_

Organization is (check one):

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

If the organization is a corporation, indicate the following:

Date of  
Incorporation: \_\_\_\_\_  
\_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
President's Name: \_\_\_\_\_  
Vice-President's Name: \_\_\_\_\_  
Secretary's Name: \_\_\_\_\_

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

Date of Organization: \_\_\_\_\_  
Name and address of all partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Organization's Authorized Representatives:

Contact for Questions about Proposal: Name \_\_\_\_\_  
Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Officer responsible for Contract Performance: Name \_\_\_\_\_  
Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Acknowledgment of received Addenda No(s):** \_\_\_\_\_

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal GHTD RFP#08-018. The stated Proposal shall be firm for 120 days from the due date for this Proposal.

The Proposer 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 CERTIFICATION***

**Certification of Eligibility**

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

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

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

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

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

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

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

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

(Check One)

\_\_\_\_\_ I DO CERTIFY

\_\_\_\_\_ I DO NOT CERTIFY

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Certification of Non-Collusion**

The Undersigned certifies, under penalties of perjury:

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

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

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Certification 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.

[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 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 DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

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

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

Name of bidder/offeror's firm: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**DBE LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Affirmation**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Title)

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

**CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS**

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

Authorized Signee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Date: \_\_\_\_\_

For (Company): \_\_\_\_\_

OR

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

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

**ELIGIBLE PROPOSERS 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  
GHTD RFP#08-018  
HVAC PREVENTATIVE MAINTENANCE SERVICES**

PREVENTATIVE MAINTENANCE

YEAR ONE \_\_\_\_\_ PAYMENT TERM \_\_\_\_\_

YEAR TWO \_\_\_\_\_ PAYMENT TERM \_\_\_\_\_

YEAR THREE \_\_\_\_\_ PAYMENT TERM \_\_\_\_\_

LABOR COST

Hourly rate \_\_\_\_\_  
\_\_\_\_\_

NON-MAINTENANCE ITEMS

Mark up \_\_\_\_\_ %

TRAVEL EXPENSES

Vehicle Cost per Hour \_\_\_\_\_  
Miscellaneous (provide detailed information) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Title

\_\_\_\_\_  
Area Code, Telephone

**COST PROPOSAL FORM  
GHTD RFP#08-018  
HVAC FULL SERVICE MAINTENANCE**

**OPTION YEARS (Years 4 and 5)**

**FULL SERVICE MAINTENANCE (TO BE DETERMINED BY THE DISTRICT)**

YEAR FOUR \_\_\_\_\_ PAYMENT TERM \_\_\_\_\_

YEAR FIVE \_\_\_\_\_ PAYMENT TERM \_\_\_\_\_

**Or**

**PREVENTIVE MAINTENANCE (TO BE DETERMINED BY THE DISTRICT)**

YEAR FOUR \_\_\_\_\_ PAYMENT TERM \_\_\_\_\_

YEAR FIVE \_\_\_\_\_ PAYMENT TERM \_\_\_\_\_

**LABOR COST**

Hourly rate \_\_\_\_\_  
\_\_\_\_\_

**NON-MAINTENANCE ITEMS**

Mark up \_\_\_\_\_ %

**TRAVEL EXPENSES**

Vehicle Cost per Hour \_\_\_\_\_  
Miscellaneous (provide detailed information) \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Title

\_\_\_\_\_  
Area Code, Telephone

***EXHIBIT G– DRAFT CONTRACT***

**DRAFT**  
**GREATER HARTFORD TRANSIT DISTRICT**  
**08-018 HVAC PREVENTIVE and FULL SERVICE MAINTENANCE AGREEMENT**

This AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_ by and between XXX of Connecticut, Inc. 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, the District desires to engage the Contractor to provide a HVAC Preventive and Full Service Maintenance agreement with respect to the premises located at the ADA Operations and Maintenance Facility, 148 Roberts Street, East Hartford, CT 06108 (“Premises”) and Contractor agrees to perform the services and deliverables specified herein in accordance with all other terms and conditions set forth herein.

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

**1. Engagement**

District hereby engages Contractor and Contractor accepts such engagement to perform those services (“Services”) specified in detail by District in a Request for Proposals for HVAC Preventative and Full Service Maintenance Agreement, as amended by Addenda, and in the Response provided by the contractor, which comprise the Statement of Work (“SOW”) set forth on Schedule 1, attached hereto and incorporated herein.

**2. Services To be Performed**

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

**3. Contract Documents**

This Agreement is funded in part under a financial assistance agreement between the District and the FTA (“FTA Agreement”), a copy of which may be obtained upon written request directed to the District’s Executive Director (“Executive Director”). This Agreement is subject to all provisions prescribed for third party contracts by the FTA Agreement, which is incorporated herein by reference, including, but not limited to, the provisions of the Federally Required Contract Clauses, attached hereto as Schedule 3 and made a part hereof. In addition, the District’s Request for Proposals entitled GHTD Request for Proposals #08-018 (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. Term**

This Agreement shall commence on the Effective Date and shall have an initial term of three (3) years ("Initial Term") preventive maintenance commencing upon May 1, 2018, and ending April 30, 2021 unless extended by the District by exercise of its options to extend, as provided in the RFP. After which, The District has the right, at its sole discretion, to extend this Agreement through no more than two (2) option years (May 1, 2021 through April 30, 2022; and May 1, 2022 through April 30, 2023). Prior to exercising each option year, the District will determine if a preventive maintenance or full service maintenance agreement will be required. 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 February 1, 2021 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 May 1, 2021, the Agreement will expire as of April 30, 2021, unless the Agreement is otherwise terminated in accordance with its provisions. The extension of the Agreement for the additional option years will follow the same process. The provisions of the Agreement will remain in force during any such option year(s) except for the amount of the Rate, which is subject to negotiation between the Parties.

If the parties are unable to agree upon the amount of the Rate for any of the option years the parties agree to continue the Agreement on a month to month basis in order to allow the District time for the proper procurement of the services in accordance with Federal and State Requirements.

#### **5. Personnel**

The Contractor shall furnish District with as requested by District to perform the Services. Contractor shall be responsible for the direct supervision of all HVAC Preventive and Full Service Maintenance Personnel through designated representatives who will be available at reasonable times to consult with District or its designated representative. Contractor will remove from service Janitorial Personnel who, in District's reasonable opinion, are not qualified to perform the Services or for rules violation or misconduct. All HVAC Preventive and Full Service Maintenance 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.

#### **6. Compensation**

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

#### **7. Liquidated Damages**

The Contractor shall pay the District liquidated damages in amounts specified herein for each and every time period specified below, that he shall be in default in responding to service request or completing work to be performed pursuant to these specifications. The amount of liquidated

damages, which sum is hereby agreed upon as liquidated damages which the District will suffer by reason of such default. Response time shall be defined as time interval from when the Contractor receives the request for service until the time the Contractor arrives at the applicable District Facility. Allowable exceptions may be delays in response, due to the Contractor's vehicle being involved in a traffic accident, suffers a mechanical breakdown or encounters bad weather, or becomes involved in extreme traffic congestion, which condition or event is of such nature and severity as to prevent the responding technician from timely reaching its destination, and if such event or condition is immediately reported by the Contractor to the District's Operations Administrator.

Emergency requests for service shall be responded to within two (2) hours of the initiation of the service request. The Contractor shall be assessed liquidated damages in the amount of \$50.00 per hour commencing one hundred twenty one minutes after the initiation of the service request increasing to \$100 for any additional hour commencing after 181 minutes from the original call.

Continued failure to meet service response requirements may result in a substantive breach of Contract and cancellation of the outstanding Contract. Additionally, the District has the right to purchase services from another vendor for any reason due to the Contractor's failure to perform in accordance with the terms and conditions of this contract. In that case, the Contractor will be charged the total cost for the other vendor's performance of the service plus \$100.00 per occurrence to cover administrative fees and costs.

#### **8. Rate Changes**

The rates set forth on Schedule 2 will remain in effect for the initial term 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. Changes.**

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

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

#### **11. 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.

## **12. Insurance and Indemnification**

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

### **A. Commercial General Liability**

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

### **B. Workers' Compensation Insurance**

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

### **C. Business Automobile Insurance**

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

### **D. Professional Liability Insurance**

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

### **E. Certificate of Insurance**

All insurance provided for above shall be obtained under valid and enforceable policies, and issued by financially sound and responsible insurance companies authorized to do business in the State of Connecticut and having a general policy rating of A- or better and a financial class of VIII or better, each as determined by AM Best Company, Inc.. Prior to commencing any work under this Contract and at least ten (10) days prior to the expiration dates of any insurance

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

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

## **F. Indemnification**

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

employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

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

### **13. Force Majeure**

Except for the payment of monies when due and owing, for the period and to the extent that either party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder, where such disability arises by reason of any law or governmental regulations or other governmental act, or flood, war, fire, explosion, or other natural catastrophe or act of God ("Force Majeure Event") such party shall be temporarily excused from its obligations to the extent so prevented until the abatement of such Force Majeure Event. The term of this Agreement shall be extended by the period of duration of the Force Majeure Event. Written notice of any disability and any abatement shall be forthwith given to the other party by the party claiming same. If a Force Majeure Event prevents Contractor from providing Services in whole or in part for a period of ten (10) or more consecutive business days, District may thereafter on notice to Contractor terminate this Agreement with respect to the affected part or, if all Services are prevented, in whole.

### **14. 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.

### **15. Subcontractors**

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

### **16. Prohibited Financial Interests**

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

## **17. 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.

## **18. 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 (60<sup>th</sup>) 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.

## **19. Compliance with Laws and Regulations**

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

## **20. 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.

## **21. 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.

## **22. 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.

**23. 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.

**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:

Vicki Shotland  
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.

WITNESSES:

GREATER HARTFORD TRANSIT DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

Signature Witness

Vicki L. Shotland  
Executive Director

\_\_\_\_\_  
Printed Name Witness

Date: \_\_\_\_\_

WITNESSES:

CONTRACTOR

\_\_\_\_\_  
Signature Witness

By: \_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Printed Name Witness

Date: \_\_\_\_\_

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 Service Hours)

Schedule 3  
(Federal Contract Clauses)