



***Greater Hartford  
Transit District***

**One Union Place Hartford, CT 06103**

**REQUEST FOR PROPOSAL  
GHTD RFP #10-019**

**JANITORIAL SERVICES –  
UNION STATION TRANSPORTATION CENTER  
GREATER HARTFORD TRANSIT DISTRICT  
HARTFORD, CT**

**January 17, 2019**



## NOTICE

### **GREATER HARTFORD TRANSIT DISTRICT REQUEST FOR PROPOSALS GHTD RFP #10-019 JANITORIAL SERVICES**

The Greater Hartford Transit District (The District), Hartford, Connecticut is seeking a firm or firms to provide janitorial services for Hartford's Union Station Transportation Center.

Proposal documents may be obtained by calling the District at 860.247.5329 Ext. 3090, faxing 860.549.3879 or emailing to: [ldrake@ghtd.org](mailto:ldrake@ghtd.org). A pre-proposal conference will be held on **Wednesday, January 30, 2019 at 10 am** at the District, One Union Place, Hartford, CT 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 Friday, February 15, 2019**. 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.

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.

## TABLE OF CONTENTS

SECTION I - GENERAL INFORMATION .....	3
1. INTRODUCTION.....	3
2. SUBMISSION OF PROPOSALS .....	3
3. PROPOSAL INQUIRIES .....	4
4. PRE-PROPOSAL CONFERENCE .....	4
5. COMMENCEMENT OF SERVICES/TERM OF CONTRACT.....	4
6. QUALIFICATION OF PROPOSERS .....	4
7. SPECIAL PROVISION .....	4
8. SUBCONTRACTING.....	5
9. PROCUREMENT AND APPEALS PROCESS .....	5
10. ADDITIONAL REQUIREMENTS .....	5
11. VALIDITY OF PROPOSALS .....	5
12. ADDENDA AND PROPOSAL REJECTION.....	6
13. PROPOSAL WITHDRAWAL .....	6
14. EXCEPTIONS TO RFP .....	6
15. INSURANCE REQUIREMENTS.....	6
16. PERFORMANCE BOND .....	8
17. ATTACHED EXHIBITS.....	9
A. District Procurement Procedures and Appeals Process.....	9
B. General Information Form.....	9
C. Required Certifications .....	9
D. Description of Services .....	9
E. Cost Proposal Form.....	9
F. Sample Contract.....	9
SECTION II - TECHNICAL.....	10
1. BACKGROUND AND OVERVIEW .....	10
2. PROJECT SCOPE .....	10
A. CONTRACT ADMINISTRATION .....	10
B. EMPLOYEES .....	10
C. SUPERVISOR(S) .....	11
D. FAILURE TO PERFORM REQUIRED SERVICES .....	12
E. UNIFORMS .....	13
F. NONDISCRIMINATION AND WORKPLACE SAFETY .....	13
G. ENVIRONMENTAL PROTECTION.....	13
H. EQUIPMENT AND SUPPLIES .....	13
I. SECURITY/CONFIDENTIAL INFORMATION.....	14
J. COMMENCEMENT OF CONTRACT .....	14
K. TERM OF CONTRACT.....	14
SECTION III - RESPONSE CRITERIA.....	15
1. SUBMISSION REQUIREMENTS .....	15
2. GENERAL INFORMATION FORM.....	15
3. COVER LETTER.....	15
4. TECHNICAL PROPOSAL .....	16
A. GENERAL REQUIREMENTS .....	16
B. EXPERIENCE/QUALIFICATIONS .....	16
C. PROJECT MANAGEMENT/WORK PLAN .....	17

5. AFFIRMATIVE ACTION STATEMENT .....	17
6. REQUIRED CERTIFICATIONS.....	17
7. COST PROPOSAL .....	17
8. MISCELLANEOUS INFORMATION .....	18
SECTION IV -PROPOSAL EVALUATION.....	19
1. EVALUATION PROCEDURES .....	19
2. TECHNICAL PROPOSAL .....	20
A. FIRM'S QUALIFICATIONS AND EXPERIENCE – 35 Points .....	20
B. PROJECT MANAGEMENT/WORKPLAN – 35 Points.....	20
C. UTILIZATION OF SBEs/MBEs –5 Points.....	20
D. COST PROPOSAL – 25 Points .....	20

EXHIBITS:

<i>EXHIBIT A PROCUREMENT AND APPEALS PROCESS .....</i>	<i>A1</i>
<i>EXHIBIT B GENERAL INFORMATION FORM .....</i>	<i>B1</i>
<i>EXHIBIT C REQUIRED CERTIFICATIONS .....</i>	<i>C1</i>
<i>EXHIBIT D DESCRIPTION OF SERVICES .....</i>	<i>D1</i>
<i>EXHIBIT E COST PROPOSAL FORM .....</i>	<i>E1</i>
<i>EXHIBIT F SAMPLE CONTRACT .....</i>	<i>F1</i>

# 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.

Historic Hartford Union Station is owned and managed by the District. This intermodal transportation center provides passenger rail, intercity bus, public transit, paratransit, and taxi service to the residents of the Capitol Region. The Union Station Transportation Center is a mixed-used facility that includes: ticketing booths for bus and rail travel, office space on three levels, a food court and a restaurant.

The District, as the owner and operator of Union Station and the Greater Hartford Transit District office facility ("the Facility"), is soliciting proposals through this Request for Proposals ("RFP") for a firm or firms interested and capable of entering into a contract with the District to provide janitorial services at the Center. 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

Contractors shall submit their Proposal prior to **2:30 p.m., Friday, February 15, 2019** to:

LaShaunda Drake  
Procurement and Contract Coordinator  
Greater Hartford Transit District  
One Union Place  
Hartford, Connecticut 06103-1409

Proposals shall be prepared as described in Section III of this RFP.

Technical Proposals shall be enclosed in a sealed envelope and clearly marked "**TECHNICAL PROPOSAL: JANITORIAL SERVICES**" on the front thereon. The Respondent's complete return address must be included on the envelope.

Cost proposals shall be enclosed in a separate sealed envelope and clearly marked "**COST PROPOSAL FOR JANITORIAL SERVICES**" on the front thereon. The Respondent's complete return address must be included on the envelope.

The envelope containing the technical proposal and the envelope containing the cost proposal shall be enclosed in an outer envelope clearly marked "**PROPOSAL FOR JANITORIAL SERVICES**" on the front thereon. The Respondent's complete return address must be included on this envelope. 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 are 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 on or before **noon on Wednesday, February 6, 2019**. 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 by the District on **Wednesday, January 30, 2019 at 10 a.m.**, to outline the requirements and service standards that the District will expect of the Contractor, as well as to provide the opportunity for questions and explanations. Such Conference will be held in the District's Offices at One Union Place, Hartford, Connecticut. The Proposer may submit any written requests for clarification as well as any questions regarding this solicitation package prior to the pre-proposal conference. Attendance at the Pre-Proposal Conference is not mandatory, and is not a condition for final award.

### **5. COMMENCEMENT OF SERVICES/TERM OF CONTRACT**

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 be for a two (2) year period commencing upon May 1, 2019. Three one year options may be exercised, singularly, or in multiple years, at the sole discretion of the District.

### **6. QUALIFICATION OF PROPOSERS**

Prospective Proposers must meet the following minimum qualifications to be considered for selection. The District is the sole judge in determining compliance with qualifications standards:

The Offeror shall have a minimum of five (5) years previous experience in Janitorial Services.

### **7. SPECIAL PROVISION**

It is the policy of the District that Small Contractor and Small Contractor Minority Business Enterprises ("SBE and MBE") be afforded the maximum opportunity to participate in the performance of all contracts let by the District in accordance with Section 4a-60g of the Connecticut General Statutes as revised and in accordance with regulations of the U.S.

Department of Transportation (DOT), 49 CFR Part 26. This participation may be in the form of prime contracts, and/or sub-contracts, and/or direct or general overhead items procured from SBE and/or MBEs allocated to the Services.

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

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

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

## **8. 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.

## **9. PROCUREMENT AND APPEALS PROCESS**

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

## **10. ADDITIONAL REQUIREMENTS**

All firms will be required to certify that they are not on the General Services Administration's list of Excluded Party Proposers. Further, the Proposer will be required to comply with all applicable equal employment opportunity laws and regulations.

No Contract will be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. INSURANCE REQUIREMENTS**

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

### **Commercial General Liability**

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



**Workers' Compensation Insurance**

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

**Business Automobile Insurance**

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

**Professional Liability Insurance**

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

**Certificate of Insurance**

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

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

### **Indemnification**

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

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

### **16. PERFORMANCE BOND**

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

Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

## **17. ATTACHED EXHIBITS**

The following exhibits are included in this RFP package:

### **A. District Procurement Procedures and Appeals Process**

### **B. General Information Form**

### **C. Required Certifications**

- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of Restrictions on Lobbying
- Certificate of SBE/MBE Participation
- Certificate of Eligible Proposers

### **D. Description of Services**

### **E. Cost Proposal Form**

### **F. Sample Contract**

## **SECTION II - TECHNICAL**

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

The District seeks to procure janitorial services that include cleaning of common use areas such as lobbies, hallways, restrooms, stairwells, elevators, windows, the Great Hall; the Transportation Center; offices in the second and third floor as well as the District's Administrative offices on the first floor and the outside perimeter of the building.

The contractor shall provide the management, supervision, manpower, equipment and supplies necessary to provide general janitorial service activities. Preference will be given to contractors that have satisfactory experience with similar size/type facility. Contractors are required to use environmentally preferred cleaning products.

### **2. PROJECT SCOPE**

The successful Contractor shall be required to provide the minimum Janitorial Services outlined in Exhibit D attached hereto, which shall be subject to review. The District requires that the Contractor perform all required work to the highest quality standards while ensuring the best competitive price for the District. The District reserves the right to add, delete, or otherwise modify the work area and type of work required, as deemed necessary in the best interest of the District.

#### **A. CONTRACT ADMINISTRATION**

The Operations Administrator at the Greater Hartford Transit District will be responsible for overseeing that the Contractor is administering and managing the day-to-day operations and work specifications of the contract.

The Contractor shall provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with the District's Operations Administrator or designee to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Operations Administrator. The Project Manager shall contact the Operations Administrator or designee to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the contract and the Contractor's performance.

The Contractor shall at all times be responsible for the safety of his employees in the work and the service provided, and for the safety, adequacy, efficiency and sufficiency of the equipment and the method of completing the work and providing the service under the contract.

#### **B. EMPLOYEES**

The personnel employed by the Contractor shall be capable employees, trained and qualified in custodial type work. All personnel shall receive close and continuing first-line supervision by the Contractor.

The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. In addition, staff shall have the ability to:

- Understand and communicate in the English language.
- Have the necessary public relations skills to deal with tenants, employees and passengers in a professional, courteous, businesslike manner.
- Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
- Maintain poise, self-control, tact, diplomacy and mature judgment under stress
- All employees shall be bondable and a minimum of eighteen years old.

Contractor shall submit a listing of employees assigned to the project and shall provide at contractor's expense criminal/background checks. The Contractor shall be required to verify that criminal background checks have been conducted on all individuals working on or having access to the premises prior to start of employment. Any prospective employee convicted of a felony, theft or any type of misdemeanor involving money, fraud, or deceit within ten (10) years prior to the prospective start date of employment will not be allowed to perform services at Union Station. Verification of employee background checks shall be provided to the Operations Administrator prior to any and all hires.

All persons employed to perform these services shall be employees of the Contractor, well-trained in cleaning, basic sanitation, safety and blood borne pathogens procedures.

Contractor must notify the District at least one week prior to assigning a new employee to this contract and shall supply criminal/background check information. Contractor shall immediately notify the District of any listed employee terminations.

The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the District. If the Operations Administrator notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent from the District.

### **C. SUPERVISOR(S)**

The Contractor shall provide the necessary supervision for proper contract administration of the work performed on the contract. This includes providing adequate field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal. The Contractor shall be required to provide the name and position within the company of the supervisors to the District. The Contractor shall provide a method of communication to be used for work-related messages.

This supervision will include one on-site working supervisor who will serve anytime needed but primarily weekdays during the daytime shift. This working supervisor shall be responsible for the following:

1. Supervises and coordinates activities of workers engaged in janitorial services.
2. Assigns janitorial work to employees, following material and work requirements

3. Inspects all work performed to ensure conformance to specifications and established standards
4. Trains workers in janitorial methods, duties, and procedures and proper operation of equipment.
5. Determines materials, supplies, and equipment needs; requisitions cleaning supplies and materials.
6. Makes rounds to check for crew coverage of designated work areas, assigns needed coverage, gives special cleaning instructions and/or assignments, and ascertains compliance with directives.
7. Conducts inspections and investigates tenant complaints of the building to check for cleanliness, and advises subordinates of found conditions and methods of correction.
8. Inspects equipment for cleanliness and repair and personally make minor repairs.
9. Makes a visual inspection for light bulbs or fluorescent tubes – indoors and out – that need replacing, and replace them, disposing of the used bulbs or tubes. Replaces ballasts in fluorescent fixtures as needed.
10. Performs minor maintenance or repairs on toilets, sinks, etc. as needed.
11. Mows and trims all grass areas of station property as needed to keep up a neat appearance. Sweeps grass, leaves and debris off walks after mowing.
12. Trims bushes seasonally as needed or instructed.
13. Paints walls, doors, trim etc.
14. Assembles furniture
15. Any other assigned tasks not herein defined but necessary for the operation of the building.
16. The supervisor shall be able to perform any tasks performed by the cleaning staff.

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

District staff may inspect from time to time for compliance with the terms of the Contract. The Contractor shall receive written notice(s) of deficiencies by copy of the inspection reports, or validated complaint letters.

1. Prior to charging liquidated damages/deductions;
2. Whenever nonperformance/unsatisfactory services are performed. The Contractor shall be conclusively presumed to have actual knowledge of work not performed and that notices shall not be a prerequisite for withholding payment for non-performed or unsatisfactory services.
3. When the Contractor's performance is unsatisfactory or deductions are to be charged, a report shall be initiated by the District. The Contractor shall reply, in legible writing, within 24 hours explaining:
  - The reasons for the unsatisfactory performance;
  - The corrective action(s) to be taken;
  - Procedures to be implemented to prevent a recurrence
4. During the first three (3) months of the Contract, the Contractor shall meet with the Operations Administrator or designee as necessary for the purpose of discussing performance. It is the responsibility of the Contractor to state in writing any disagreements with the meeting.

5. After the first three (3) months of the Contract, the Contractor shall meet with the Operations Administrator or designee for the purpose of discussing performance at the request of the District or at the request of the Contractor.

## **E. UNIFORMS**

All janitorial personnel shall be neat and clean in appearance and shall wear a uniform and a photo identification card, which shall clearly identify personnel as employees of the contractor. This requirement shall apply upon entering District property and at all times while on duty.

## **F. NONDISCRIMINATION AND WORKPLACE SAFETY**

The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.

## **G. ENVIRONMENTAL PROTECTION**

The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the District and applicable governmental agency. The Contractor shall provide to the Operations Administrator and post in janitorial closets Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building. Chemicals are to be stored in the proper manner required by law. A violation of applicable laws, rules or regulations may result in termination of this contract.

## **H. EQUIPMENT AND SUPPLIES**

All equipment required to carry out operations within the scope of this contract shall be provided by the Contractor. This includes but is not limited to scrubbing machines, buffers, industrial type vacuum cleaners, carpet cleaners, dust mops, wet and dry mops, brooms, rags, dust cloths, squeegees and brushes. This Equipment must be maintained in good operating condition and must conform to OSHA and any other safety standards in effect at the time of use. As required by OSHA, proper equipment, materials, and training necessary to clean up blood spills or other potentially infectious materials will be made available by the Contractor.

In addition, the Contractor agrees to supply all janitorial materials necessary to perform the janitorial services. This includes but is not limited to liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. The Contractor shall not use any material or supplies which the Operations Administrator determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.

The District agrees to supply all paper products, plastic waste container liners and trash bags, hand soaps for dispensers, lotions and feminine hygiene products as needed. It will be the responsibility of the Contractor to contact the District in a timely manner for

the delivery of the aforementioned products as determined by the Operations Administrator or designee.

#### **I. SECURITY/CONFIDENTIAL INFORMATION**

As noted above in Section B EMPLOYEES, the Contractor shall conduct background checks on all individuals working on or having access to the premises prior to the start of employment.

Contractor shall be responsible for all keys issued to him/her. The Contractor shall be responsible for any lost keys and any inherent damages (i.e., re-keying of facility or tenants offices). This cost shall be withheld from payment(s).

All doors and windows shall be closed and locked upon completion of cleaning operations in an area. Contractor and his/her employees shall not disturb papers or personal effects on desks, and shall not open drawers or cabinets, use any office equipment including but not limited to telephones, computers, radios or televisions.

Contractor agrees that any information received by Contractor or his/her employees during the course of the work specified in this agreement which concerns the personal, financial or other affairs of the District and its tenants and employees shall be kept in full confidence and shall not be revealed to any other person, firm, organization or other entity.

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

#### **J. COMMENCEMENT OF CONTRACT**

Commencement of Contract: It is the intent of the District to execute an agreement with the successful Proposer, to commence at 12:01 a.m., May 1, 2019 with full performance of all specified daily services on the first official working day of the contract period.

#### **K. TERM OF CONTRACT**

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



## **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.

Four (4) identical hard copies and one (1) electronic copy (CD-ROM, DVD or USB flash drive) of the **Technical Proposal** shall be enclosed in a sealed envelope and clearly marked "TECHNICAL PROPOSAL: JANITORIAL SERVICES on the front thereon. The Respondent's complete return address must be included on the envelope. The proposal must include a cover letter, a table of contents and the General Information Form, as well as a plan to carry out the Scope of Services Specifications outlined in this RFP and all required items as listed below.

Additionally, four (4) identical hard copies and one (1) electronic copy of the **Cost Proposal** shall be enclosed in a separate sealed envelope and clearly marked "COST PROPOSAL FOR JANITORIAL SERVICES" on the front thereon.

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 and appendices 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 service 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 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 B.

### **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 Janitorial services for the Union Station Transportation Center Complex.

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

### **B. EXPERIENCE/QUALIFICATIONS**

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

The Proposer should state in their RFP their qualifications as a professional janitorial firm which should include, but not be limited to, previous Janitorial Services offered to businesses, current cleaning 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 janitorial services and demonstrate it has the ability to fulfill the obligations of this contract.

The proposal must also include a list of references 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

Financial statements, including the most recent three (3) years of audited financial reports (if publicly held corporation) or information similar to that contained in an annual report (if privately held corporation) must be submitted as part of the Proposal.

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

Proposers shall demonstrate the ability to secure required bond.

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

In this section, the Proposer will include a description of the project team, the type of equipment and supplies to be used, and how the services will be provided, including how supervision will be provided. These requirements are described in greater detail below.

The Proposer must provide, a brief identification of the roles of all Contractor team members being proposed for the contract, indicating, at a minimum, the individual's name, which position the individual would be assigned to, years of relevant experience, and specific relevant experience. For the Project Manager and any supervisory staff, the Proposer must provide a Resume and qualifications.

The Proposer should provide detailed information that clearly explains and demonstrates the Proposer's ability to provide the services in a safe, efficient, timely and professional manner.

The Proposal should include an outline of the type of equipment which the Proposer intends to use so as to indicate if Proposer has sufficient equipment and supplies for each of the individuals who will be executing the Contract. The Proposal should also include a description of the various types of supplies that will be used in this Contract

A description of how the services will be provided or what tasks will be done in response to the Scope of Work. The Scope of Work shows at a minimum what the Proposer is supposed to do; the description of services should show how the Proposer intends to perform the services (for example, the proposed approach to conducting the work and any special services the Proposer plans to perform).

The Proposer must submit a proposed work plan, and a description of the proposed quality control program. The contents of the work plan shall include, at a minimum, the following:

1. Number of employees to be assigned to project
2. Number of hours per day each employee will be assigned.
3. Start and end times for employees
4. Description of cleaning methods

### **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 C. 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 janitorial services as stated in this RFP. Cost information shall be completed for **each** service year. The cost information shall include all of the costs and expenses associated with the provision

of the specifications as stated in the scope of work. This information should be presented in the format provided as Exhibit E.

PLEASE NOTE: Cost information must appear only in the Cost Proposal; cost information must not be discussed 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 – 35 Points**

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

### **B. PROJECT MANAGEMENT/WORKPLAN – 35 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.

### **C. UTILIZATION OF SBEs/MBEs –5 Points**

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

### **D. COST PROPOSAL – 25 Points**

Proposals will be rated on the basis of the total cost of janitorial services. The Proposal asserting the lowest will receive 25 points. All other proposals will receive between 1 to 25 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 25 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 – Procurement and Appeals Process***

## **GHTD Procedures and Appeals Process**

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

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

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

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

### **1. Pre-Award**

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

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

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

### **2. Award**

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

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



five working days therefrom to permit a protester to appeal the decision to the FTA. Should such appeal be taken, no award will be made until FTA has issued its ruling.

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

### 3. Post-Award

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

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

### 4. Appeals to FTA

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

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

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

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

***EXHIBIT B: 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#10-019. The stated Proposal shall be firm for 90 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 C – REQUIRED CERTIFICATIONS***

**Certification of Eligibility**

\_\_\_\_\_ hereby certifies that neither  
(Name of Proposer)  
it nor its "principals" is included on the U.S. Comptroller General's Debarred 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 statues or commission of embezzlement, theft, forgery,  
bribery, falsification or destruction of records, making false statement, or receiving stolen  
property.

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

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

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

(Check One)

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

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

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 SMALL BUSINESS ENTERPRISE**

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

For the purpose of this "Special Provision", the SBE/MBE named to satisfy this requirement must be certified by the Department of Administrative Services of the State of Connecticut ([www.das.state.ct.us](http://www.das.state.ct.us)) as an SBE/MBE as.

The supplier or Proposer agrees to ensure that small business enterprises as defined by Section 4a-60g of the Connecticut General Statutes as revised or with the U.S. Small Business Administration have the maximum opportunity to participate in the performance of contracts and subcontracts financed under this agreement. In this regard all recipients or Proposers shall take necessary and reasonable steps in accordance with to ensure that small 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 Proposer hereby agrees to subcontract a minimum of \_\_\_% of the contract to small business enterprises.

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

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

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

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

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

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

**ELIGIBLE 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 D – DESCRIPTION OF SERVICES***

## **REQUIREMENTS FOR JANITORIAL SERVICES HARTFORD UNION STATION**

The District expects Union Station to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial service. The minimum service will be as follows:

### **OFFICE AREAS**

#### **DAILY**

- Clean all entrance doors, glass as needed and wipe metal trim
- All trash and waste receptacles emptied
- Remove rubbish to pre-designated areas in plastic liners
- All desk recycle containers emptied and discarded in proper containers
- Clean break room, sweep floors, wipe tables and appliances
- Sweep and/or dust-mop hard floor areas
- Remove all embedded soil and dirt from carpeted areas using a commercial vacuum – common areas only
- Spot clean office carpets as necessary
- Water fountains cleaned and disinfected.
- Leave on designated night lights and secure doors
- Maintain janitor's closet and clean related equipment

#### **WEEKLY**

- Remove all embedded soil and dirt from carpeted areas with a commercial vacuum (areas other than common areas)
- Vacuum hard to reach areas, corners, edges etc. with a crevice tool
- Sweep and dust all stairwells, landings and handrails
- Wet-mop stairwells
- Dust office furniture, window sills, Venetian blinds, and all flat surfaces

#### **EVERY TWO WEEKS**

- Wet-mop all general office hard floor traffic areas

#### **MONTHLY**

- High dust/clean all vents (HVAC) and moldings
- Spot clean walls
- Spray-buff entry vestibules
- Spray-buff all public hard floor hallways and corridors
- Spray-buff all general office hard floor traffic areas

#### **QUARTERLY**

- Strip and refinish all tile floor surfaces and clean all baseboards
- Other work as assigned by the District

**REQUIREMENTS FOR JANITORIAL SERVICES  
HARTFORD UNION STATION**

**GREAT HALL**

(The flooring in the Great Hall is quarry tile and marble)

**DAILY**

Sweep and/or dust mop quarry tile flooring  
Sweep and dust stairwell, landings and handrails  
Wet mop all flooring and where spillage has occurred  
Wet mop stairwells as needed  
All trash and waste receptacles emptied  
Remove rubbish to pre-designated areas in plastic liners  
Clean all entrance doors and glass as needed (both interior and exterior facings).  
Spot clean and/or wash all interior glass when needed  
Dust all surfaces  
Polish wood benches as needed  
Polish chrome and all other metal surfaces  
Dust marble walls  
Clean interior and exterior doors of elevators  
Sweep and dust mop elevator flooring

Janitorial staff full time on the premises from 6:30 AM until 11:30 PM, Monday through Friday; and 7 AM to 2:30 PM and 3:30 PM to 10 PM Saturday through Sunday). Staff duties as stated are on an on-going basis repeated continuously throughout the operational day.

**WEEKLY**

Spray buff entry vestibules  
Scrub all quarry tile floors  
Polish marble walls  
All door and window casings dusted and cleaned  
All hand rails on stairways wiped down and polished as needed

**MONTHLY**

Clean and strip floors and re wax, using products suitable for quarry tile  
Polish all banisters, iron work, and all areas throughout the building  
Polish all brass

**QUARTERLY**

Clean all interior and exterior windows

**REQUIREMENTS FOR JANITORIAL SERVICES  
HARTFORD UNION STATION**

**TRANSPORTATION CENTER**

(Interior and exterior waiting areas, bus berthing area. The floor is terrazzo.)

**DAILY**

Sweep and/or dust mop all interior floors  
Sweep and dust stairwell, landings and handrails  
Wet mop all flooring where spillage has occurred  
Wet mop stairwells  
All trash and waste receptacles emptied  
Remove rubbish to pre-designated areas in plastic liners  
Clean all entrance doors and glass as needed (both interior and exterior facings).  
Dust all surfaces as needed  
Wash any and all surfaces to maintain clean condition  
Remove fingerprints, smudges, and/or graffiti from all interior doors this includes the interior of the elevator (as needed)  
Sweep walkways, sidewalks and stairs; pick up any trash and cigarette butts around immediate area of building  
Empty all cigarette urns

Janitorial staff full time on the premises from 6:30 AM until 11:30 PM, Monday through Friday; and 7 AM to 2:30 PM and 3:30 PM to 10 PM Saturday through Sunday). Staff duties as stated on an on-going basis repeated continuously throughout the operational day

**WEEKLY**

Spray buff entry vestibule  
Spray-buff all terrazzo floors using products suitable for terrazzo.  
All door and window casings dusted and cleaned  
All hand rails on stairways wiped down and polished as needed

**MONTHLY**

Clean and strip terrazzo floors and re-wax using products suitable for terrazzo.  
Polish all chrome and all other metal surfaces

**QUARTERLY**

Clean all interior and exterior windows

**Contractor is responsible for janitorial services outside of the building within the perimeter of Church Street to Asylum Street and from Spruce Street to Union Street.**

**REQUIREMENTS FOR JANITORIAL SERVICES  
HARTFORD UNION STATION**

**RESTROOM CLEANING**  
(Office Areas and Public Areas)

**DAILY**

Empty waste receptacles  
Damp wipe exterior of waste receptacles, as needed  
Clean and disinfect toilets, urinal, sinks and privacy partitions  
Sanitize toilet, urinals with bowl cleaners  
Clean mirrors  
Restock all toiletry supplies, as needed  
Polish bright work on sinks and flush-o-meters  
Clean and disinfect floors  
Spot clean walls and stall partitions  
Damp-wipe tile walls  
Remove finger marks from doors and frames  
Remove fingerprints, smudges, and/or graffiti from all privacy partitions

Public restrooms will be cleaned in an ongoing way on a daily basis, every hour and a half between 6:30 AM to end of janitorial coverage.

**WEEKLY**

Clean all vents  
Clean and replenish lavatory dispensers

**MONTHLY**

Power scrub all restroom flooring

***EXHIBIT E – COST PROPOSAL FORM***



**COST PROPOSAL FORM**

ITEM	ANNUAL COST BY CONTRACT YEAR				
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
LABOR COST (list each position, provide number of hours for each)					
Subtotal Labor Cost					
Overhead					
Fringe					
Total Labor Costs					
ADMINISTRATIVE EXPENSES					
Supplies					
Equipment					
Miscellaneous (provide detailed information)					
Total Administrative Costs					
FIXED FEE (if any)					
TOTAL ANNUAL COST					
MONTHLY COST					

NAME OF PROPOSER: \_\_\_\_\_ DATE: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

***EXHIBIT F– SAMPLE CONTRACT***

**GREATER HARTFORD TRANSIT DISTRICT  
JANITORIAL SERVICES AGREEMENT  
SAMPLE CONTRACT**

This AGREEMENT is made as of the first (1<sup>st</sup>) day of May, 2019 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 Janitorial Services with respect to the premises located at the Hartford Union station Transportation Center, One Union Place, Hartford, CT 06103 (“Premises”) and Contractor agrees to perform the services and deliverables specified herein in accordance with all other terms and conditions set forth herein.

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

**1. Engagement**

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

**2. Services To be Performed**

The Services to be performed under this Agreement 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**

The District’s Request for Proposals entitled GHTD Request for Proposals #10-019 (the “RFP”) and the Contractor’s response thereto (the “Response”) are hereby incorporated herein by reference. The Contractor is bound to this Agreement, 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. RFP.
- C. 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. Days and Hours of Service**

The days and hours of service are determined in the sole discretion of District based on District’s assessment of janitorial needs at the Premises and shall be defined in writing by District and set forth on Schedule 1.

## **5. Term**

This Agreement shall commence on the Effective Date and shall have an initial term of two years ("Initial Term"), unless extended by the District by exercise of its options to extend, as provided in the RFP. The District has the right, at its sole discretion, to extend this Agreement through no more than three (3) option years (May 1, 2021 through April 30, 2022; May 1, 2022 through April 30, 2023; and May 1, 2023 through April 30, 2024). 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 March 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.

## **6. Janitorial Personnel**

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

## **7. Equipment**

Contractor shall, furnish all equipment required to carry out the Services as specified in the SOW and as included in the Request For Proposals. The Contractor shall supply all janitorial materials necessary to perform the Services. Such materials and supplies shall be suitable for carrying out the requirements of the SOW. The District shall provide at the request of the Contractor all paper products, waste container liners and trash bags, hand soaps, lotion and feminine hygiene products.

## **8. 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.

## **9. Rate Changes**

The rates set forth on Schedule 2 will remain in effect for a period of one (1) year 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.

## **10. 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.

## **11. 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 Consultant consistent with the objectives of the Project and the Consultant 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 Consultant'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.

## **12. Invoices**

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

## **13. Insurance and Indemnification**

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

### **Commercial General Liability**

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

products and completed operations on an “if any” basis; (3) independent contractors; (4) blanket contractual liability for all insured contracts; and (5) contractual liability covering the indemnities in this Contract.

### **Workers' Compensation Insurance**

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

### **Business Automobile Insurance**

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

### **Professional Liability Insurance**

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

### **Certificate of Insurance**

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

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

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

### **Indemnification**

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

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

### **Bond:**

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

## **14. 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.

## **15. 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.

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

## **16. 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.

## **17. 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.

## **18. 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.

### **19. Dispute Resolution**

The parties hereby agree that only for disputes that arise between Contractor and District concerning a claim for breach of the obligation to pay fees such disputes be submitted to final and binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association, such arbitration proceeding to be held in Hartford, Connecticut. The submission for arbitration shall be made by either party not later than the sixtieth (60<sup>th</sup>) day following written notification by one party to the other party that the obligation to pay any fees hereunder has been breached. The parties shall share the costs of such arbitration proceeding equally and they agree that any arbitration award shall be final and binding and that judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### **20. 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.

### **21. 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.

### **22. 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.

### **23. 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.

#### **24. Severability**

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, (a) the validity, legality or enforceability of other remaining provisions contained herein shall not be affected thereby, and (b) the parties agree to negotiate in good faith to modify this Agreement so as to effectuate their original intent with respect thereto.

#### **25. Notices**

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

If to Contractor:

If to District:

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

#### **26. 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.

#### **27. Governing Law**

This Agreement shall be governed by and construed according to the internal laws of the State of Connecticut, without regard to choice of law principles. Except for disputes governed by Paragraph 17 hereof, the parties agree that the state or federal courts located in Hartford, Connecticut shall have exclusive jurisdiction over any dispute arising hereunder.

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

WITNESSES:

GREATER HARTFORD TRANSIT DISTRICT

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

By: \_\_\_\_\_  
Vicki L. Shotland  
Executive Director

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

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

WITNESSES:

CONTRACTOR

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

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

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

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

Schedule 1

Statement of Work

The Statement of Work includes the RFP and the Contractors Proposal.

Schedule 2  
Rates and Service Hours