



**REQUEST FOR PROPOSAL  
GHTD RFP #06-020**

**HV/AC SYSTEMS PREVENTIVE MAINTENANCE SERVICE  
HARTFORD UNION STATION  
GREATER HARTFORD TRANSIT DISTRICT  
HARTFORD, CT**

**November 21, 2019**



## NOTICE

### GREATER HARTFORD TRANSIT DISTRICT REQUEST FOR PROPOSALS GHTD RFP #06-020 HVAC PREVENTIVE MAINTENANCE SERVICES

The Greater Hartford Transit District (The District), Hartford, Connecticut is seeking a firm or firms to provide Preventive Maintenance Services for its HVAC Systems at the Hartford Union Station. Proposal documents may be obtained by calling LaShaunda Drake at 860.247.5329 ext. 3090 or emailing: [ldrake@ghtd.org](mailto:ldrake@ghtd.org). A pre-proposal conference and walk through will be held on **Monday, December 2, 2019 at 10 am** at the District Office, 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., Thursday, December 19, 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.

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

The District hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

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

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# SECTION I - GENERAL INFORMATION

## 1. INTRODUCTION

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

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

The District is also the owner and operator of Hartford's Union Station Transportation Center Complex, an intermodal hub of transportation that currently serves Amtrak rail, CTrail, intercity and intra city bus service, taxi services, and public parking. The Complex includes the Spruce Street Parking Lot. The Union Station Transportation Center is a mixed-use facility that includes: ticketing booths for bus and rail travel, office space on three levels, and food/beverage vendors.

The District, as the owner and operator of the Union Station Transportation Center (the "Center") is soliciting proposals through this Request for Proposals ("RFP") from a professional firm or firms interested and capable of entering into a full service preventive maintenance agreement for the heating, ventilation and air conditioning systems (HVAC) at the Union Station Transportation Center Building located at One Union Place, Hartford, CT. The specifics of the services, and other documents relevant to this RFP, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

## 2. SUBMISSION OF PROPOSALS

Contractors shall submit their Proposal prior to **2:30 p.m., Thursday, December 19, 2019** to:

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

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

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, December 11, 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 **Monday, December 2, 2019 at 10:00 AM** 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 between the District and the Successful Proposer commencing upon March 1, 2020. The agreement shall be for a two (2) year base period with three (3) option years.

### **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 providing HVAC Preventive Maintenance services
- In order to be considered for award, the Contractor shall have mechanics which are authorized factory trained on "Trane" equipment as well as "Aerco" and "Bryant" equipment.
- Firms submitting proposals must be registered with the Secretary of State's Office to conduct business in the state of Connecticut.
- All Proposers must have sufficient financial capacity to complete the project.

### **7. FUNDING**

Any contract resulting from this RFP is subject to a financial assistance contract between the District and the State of Connecticut Department of Transportation and between the District and the US Department of Transportation, Federal Transit Administration. All

firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

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

## **8. FEDERAL GRANT REQUIREMENTS**

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

## **9. STATE GRANT REQUIREMENTS**

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

## **10. 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.

## **11. 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.

## **12. PROCUREMENT AND APPEALS PROCESS**

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

## **13. LIQUIDATED DAMAGES**

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

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

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

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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.

## **18. 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:

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

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

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

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

## **C. Business Automobile Insurance**

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

## **D. Professional Liability Insurance**

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

## **E. Certificate of Insurance**

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

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

## **F. Indemnification**

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

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

## **19. ATTACHED EXHIBITS**

The following exhibits are included in this RFP package:

### **A. Federally Required Contract Clauses**

### **B. State of Connecticut Grant Requirements**

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

**D. General Information Form**

**E. Required Certifications**

- Certificate of Eligibility
- Certificate of Non-Collusion
- Certificate of Restrictions on Lobbying
- Certificates for SBE Participation
- Certificate for Subcontractor use
- Eligible Proposer's Certificate

**F. Cost Proposal Form**

**G. Sample Contract**

## **SECTION II - TECHNICAL**

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

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

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

### **2. PROJECT SCOPE**

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

The Contractor's responsibilities shall include: (1) regularly scheduled inspections and maintenance; (2) repair and/or replacement, by approval of the District; and (3) any calls for service whether or not repairs are necessary.

The Contractor shall provide an updated list of equipment installed at Hartford Union Station including type, manufacturer, model number, quantity and location no later than the end of the first year of the contract. The list shall be maintained and updated annually and provided to the District.

#### **A. ROUTINE MAINTENANCE AND INSPECTIONS/PREVENTIVE MAINTENANCE**

Routine scheduled maintenance and inspections shall be conducted at a minimum at the intervals described in the "List of Equipment" and "Preventive Maintenance Program" and at times mutually agreeable by the District's Operations Administrator.

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

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

## **B. EMERGENCY SERVICE REQUESTS**

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

## **C. EMPLOYEES**

The personnel employed by the Contractor shall be capable employees, trained and qualified in HVAC maintenance. In order to be considered for award, the Contractor shall have mechanics who are authorized factory trained on "Trane" equipment as well as "Aerco" and "Bryant" equipment.

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

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

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

## **E. OMISSIONS**

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

**F. LIST OF EQUIPMENT**

ID	ITEM	QUANTITY	MANUFACTURER/MODEL NO.	SIZE	COMMENTS
AC1,2	Air Compressor	2	ACP-C65A-512D3		
CH01,2,3	Reciprocating Chillers	3	Trane/CGAM080F	80 T	
CH04,5	Reciprocating Chillers	2	Trane/CGAM052F	50 T	Repairs to chiller #4 and replaced condenser coil in 2019
CH06	Reciprocating Chillers	1	Trane/CGAM040F	40 T	
BL1,2	Steam Boilers	2	Bryant/AB300-S15-FDG		
BL3, 4	Steam Boilers	2	Aerco Benchmark 3.0		Boiler #3 to be replaced in 2019/2020
AD1	Air Dryer	1	Hankison 8010		
AHU01,02	Air Handling Units	2	Trane CCDB25AUUE		Replacing Blower Section on AHU 1 With ECM Fan Array Assemblies 2019/2020
AHU03,04,07,08	Air Handling Units	4	Trane CCDB17AUUE		
AHU05,06	Air Handling Units	2	Trane CCDB12AUUE		
AHU09A,09B	Air Handling Units	2	Trane CCDB08AUUE		
AHU11A,11B	Air Handling Units	2	Trane Model # to be updated		AHU #11 replaced 2017 in restaurant space. Replaced freeze stat and motor starter on AHU #11 - 2018
AHU14,19	Air Handling Units	2	Trane CCDB03AUUE		
AHU15,16,17	Air Handling Units	3	Trane BCH036-3		Installed 2014

ID	ITEM	QUANTITY	MANUFACTURER/MODEL NO.	SIZE	COMMENTS
AHU22	Air Handling Units	1	Trane LPCAA03D2A		
AHU23,24	Air Handling Units	2	Trane LPCAA06D2A		
AHU27	Air Handling Units	1	Trane CCDB03AWOE		
AHU28	Air Handling Units	1	Trane BCHD054E2LOA1LM4Z000000B0100000000C00000		Replaced 2019
AHU 29,30,31,32,33	Air Handling Units	5	Trane CCDB03AUUE		
EF1,2	Exhaust Fan- belt drive	2	Trane 33B-9-1HC		
EF3,4,7,8	Exhaust Fan- belt drive	4	Trane 30B-9-1HC		
EF5,6	Exhaust Fan- belt drive	2	Trane 27B-9-1HC		
EF9	Exhaust Fan- belt drive	1	Trane 85-182-2		
EF10	Exhaust Fan- belt drive	1	Trane ??		
FCU01-4	Fan Coil Unit	4	Trane FCA04		
FCU05-08,11,12,29,30,33,34	Fan Coil Unit	10	Trane FCE02		
FCU09,10,13-16,18,20,23,24	Fan Coil Unit	10	Trane FCE04		
FCU17,19,21,22,25	Fan Coil Unit	5	Trane FCE03		
FCU26	Fan Coil Unit	1	Trane FCD02		
FCU27	Fan Coil Unit	1	Trane FCJ03		
FCU28	Fan Coil Unit	1	Trane FCJ06		
FCU31,31A,32,32A	Fan Coil Unit	4	Trane FCE06		
FCU35,36,38	Fan Coil Unit	3	Trane FCB03		
FCU37	Fan Coil Unit	1	Trane FCB04		



ID	ITEM	QUANTITY	MANUFACTURER/MODEL NO.	SIZE	COMMENTS
FCU39	Fan Coil Unit	1	Trane LB12AL3		
FCU40,41	Fan Coil Unit	2	Trane FFBB02		
FCU42,43	Fan Coil Unit	2	Trane??		
FCU44	Fan Coil Unit	1	Trane FCCB06		Installed 2014
PK1	Package AC Units	1	Trane TCH036A100AB	3 TON	
PK2,3	Package AC Units	2	Trane BTC024C100BA	2 TON	
PMC1-3	Chilled Water Pump	3	Taco F12507E2DCJ1LOA		
PMC4	Chilled Water Pump	1	??		
PMC5	Chilled Water Pump	1	Armstrong 15EA38DBF		
PMC6	Chilled Water Pump	1	Armstrong ??		
PMC7,8	Boiler Pump	2	Taco F12507E2CAJ1LOA		
ERV1	Energy Recovery Unit	1	Mitsubishi LGH F47ORX5-E		Installed 2014
HP1A	Heat pump indoor unit	1	Mitsubishi PEAD-A36AA4		Installed 2014
HP1	Heat pump outdoor unit	1	Mitsubishi PUZ-A36NHA4		Installed 2014
VAV1-4	Variable Air Volume unit	4	Trane VCWF-08		Installed 2014
VAV5	Variable Air Volume unit	1	Trane VCWF-06		Installed 2014
	Pneumatic controls	226	Barber Coleman		Thermisters, controllers, dampers, safety, valves, sensors, switches

LOCATION OF HVAC EQUIPMENT	
LOCATION	EQUIPMENT
Boiler Room	AC1,2; AD1; BL1,2,3,4; PMC5,6,7,8
Roof	CH01,02,03
Transportation Center Lower level right	AHU09A,11A;
Transportation Center Lower level left	AHU09B,11B;
Various Electrical Rooms	AHU27,28; EF9,10; FCU39
GHTD Offices	AHU 14, 15,16,17,19,22,23,24; ERV1; FCU44; HP1A, HP1; VAV1,2,3,4,5
Restaurant/Office Space	AHU 29,30,31,32,33; PMC4(basement)
Attic	AHU01,02,03,04,05,06,07,08; EF1,2,3,4,5,6,7,8; PMC1,2,3
Great Hall	FCU01,02,03,04
Transportation Center	FCU05,06,13,14,15,16,31,31A,32,32A
Amtrak	FCU07,08,09,10,12;
Subway	FCU11
Various space south wing Transportation Center	FCU17,18,19,20,22,23,24,25,26,27,28,38
Peter Pan	FCU29,30,36
Pro Park	FCU33,34,35
Above Pro Park	PK1,2,3
Convenience Store	FCU21
Great Hall and Entrances	FCU37,40,41,42,43
Grounds - south	CH04
Grounds - north	CH05,06

## G. PREVENTIVE MAINTENANCE PROGRAM

### AIR COOLED RECIPROCATING CHILLERS

Spring (work should be conducted no later than May 15<sup>th</sup> each year)

1. Start-up equipment and take all log data.
2. Check & calibrate all safety controls including thermostats.
3. Check and calibrate all operating controls, including vane positioner.
4. Check for proper refrigerant charge.
5. Check compressor motor
6. Check operating pressures
7. Check temperatures

8. Check electrical (voltage/amperage)
9. Check air cooled condenser coil (clean coil in May, June, July and August)
10. Take oil sample for wear metals analysis, acid and moisture content
11. Log all conditions
12. Make necessary adjustments for the time change (to daylight savings.)

Summer (work should be conducted no later than June 15<sup>th</sup> each year)

1. Check all operating controls.
2. Check safety controls.
3. Check refrigerant charge.
4. Check compressor motor
5. Check operating pressures
6. Check temperatures
7. Check electrical (voltage/amperage)
8. Check air cooled condenser coil (clean coil in May, June, July and August)
9. Take oil sample for wear metals analysis, acid and moisture content
10. Log all conditions at full load.

Fall (work should be conducted no later than August 15<sup>th</sup> each year)

1. Season shut down (i.e., changeover from AC to heat).
2. Adjust operating and safety controls and record settings.
3. Complete operating log of temperature pressure voltages and amperage.
4. Check all operating controls.
5. Check control operation.
6. Check temperatures
7. Check operation of Lubrication System, oil pump and oil pressure.
8. Check operation of motor and starter.
9. Discuss log with operator and general operation.
10. Log all conditions at full load
11. Make necessary adjustments for time change (from daylight savings to standard)

Winter (work should be conducted no later than October 15<sup>th</sup> each year)

1. Check all operating controls.
2. Check safety controls.
3. Check refrigerant charge.
4. Check compressor motor
5. Check operating pressures
6. Check temperatures
7. Check electrical (voltage/amperage)
8. Check air cooled condenser coil
9. Take oil sample for wear metals analysis, acid and moisture content
10. Log all conditions at full load

The Contractor must check glycol levels annually.

### **FAN COILS**

The Contractor must perform the following work and/or tasks four times a year. Please note the District uses custom sized filters.

1. Check coil, grills, fan and unit interiors. Recommend cleaning when necessary.
2. Lubricate fan and motor bearings per manufacture's recommendation.
3. Check belt and sheaves. Replace and adjust as necessary.

4. Check and clean drains and drain pans.
5. Check strainers and hand valves.
6. Check unit operating conditions.
7. Lubricate and adjust dampers and linkage
8. Check control components.
9. Test the operation of the controls
10. Calibrate thermostat

### **CIRCULATOR PUMPS**

The Contractor must perform the following activities four times a year.

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Tighten all nuts and bolts. Check motor mounts and vibration pads. (Replace and adjust as required.)
4. Visually check pump alignment and coupling.
5. Check motor operating conditions.
6. Inspect electrical connections and conductors.
7. Check strainers and hand valves.
8. Check operating pressures
9. Check for unusual noise or vibration
10. Inspect mechanical seals. Replace as required. Or inspect pump packing. Replace and adjust as required.
11. Verify gauges for accuracy.

### **AIR COOLED CONDENSING UNIT**

The Contractor must perform the following activities four times a year.

1. Check for refrigeration leaks.
2. Check and calibrate safety and operating controls.
3. Meg test compressor motor.
4. Check and tighten electrical connectors.
5. Check contacts for wear; pitting and overheating.
6. Check operation of low ambient control.
7. Check crankcase heater.
8. Check external interlock.
9. Take oil sample and test for acid. (j) Lubricate condenser fans.
10. Report any problems in writing.

### **EVAPORATION FAN SYSTEM AIR HANDLING UNITS**

The Contractor must perform the following activities four times a year.

1. Lubricate fan and motor bearings.
2. Check and adjust belts and pulleys. Replace belts as required or needed.
3. Check filters - Replace in spring and fall.
4. Check and calibrate cooling controls.
5. Check reheat controls and operating.
6. Clean condensate pan and drain.
7. Check and lubricate dampers.
8. Check and calibrate temperature controls and electric contacts.

## **AIR HANDLING UNIT**

Inspection procedures to be conducted at a minimum of four times a year.

1. Replace or clean air filters and belts. Exception: lobby units 9A, 9B, 11A and 11B must have monthly filter replacement. Coils must be cleaned quarterly on all four units.
2. Check blower belts and adjust, replace as necessary
3. Check pulleys for wear and alignment
4. Check blower and motor bearings for noise and wear, including return air, if used
5. Lube blower and motor bearings
6. Check blower wheels, shafts and mounts for tightness and security)
7. Check blower wheels for cleanliness
8. Check blower motor voltages and amps
9. Check blower motor contactors
10. Check condensate pans and drains: clean as necessary
11. Check outdoor and return air dampers for free movement and close off: adjust and lube as necessary
12. Check minimum air adjustment
13. Check economizer controls and operation
14. Check vortex dampers or static press dampers and their linkages.
15. Clean and lube as necessary
16. Check ductwork connections and air leaks
17. Check for possible water, steam or refrigerant leaks
18. Check freeze protection controls
19. Check integrity of panels, doors and steel work
20. Check electrical disconnect
21. All belts, motors, bearings, etc. replace as necessary

## **HOT WATER (heater) BOILER GAS**

The preventive maintenance inspection procedure shall be conducted at least once a year during the month of September.

1. Check operating temperatures
2. Inspection of burner, check for proper ignition and condition of flame
3. Check water pressure
4. Check for water leaks
5. Check expansion tank and water make-up
6. Check for gas leaks
7. Check flue pipe
8. Check draft regulator
9. Check and lube draft inducer, if used
10. Test combustion efficiency
11. Clean boiler - combustion side
12. Check condition of refractory
13. Clean and adjust ignitor or pilot assembly
14. Check ignition wires / insulators
15. Check blower wheel combustion air blower
16. Lube combustion air motor
17. Check lube combustion air dampers or linkages
18. Test flame safety control
19. Test pressure relief

20. Check and test operating and safety controls
21. Check for proper fuel shut-off
22. Blow down of low water cut offs (November, December, January, February, March)

### **STEAM BOILERS**

The preventive maintenance inspection procedure shall be conducted twice a year

1. Clean and vacuum coil, fan and housing, as necessary
2. Lubricate fan and motor bearings, replace as necessary
3. Check belt and sheaves, replace as necessary
4. Check steam traps and hand valves
5. Inspect operating controls and calibrate thermostat
6. Check unit operation. Adjust as necessary

### **PACKAGED HEATING/COOLING UNITS**

The preventive maintenance inspection procedures shall be conducted four times a year.

1. Replace air filters (or clean permanent filters)
2. Check blower belts, adjust or replace, as necessary
3. Check blower and motor bearings for noise and wear, including return air
4. Lube blower and motor bearings
5. Check blower wheels, shafts and mounts for tightness and security
6. Check blower wheels for cleanliness
7. Check blower motor voltages and amps
8. Check blower motor contactors
9. Check condensate pans, drains; clean as necessary
10. Check outdoor and return air dampers for free movements and close off; adjust and lube as necessary
11. Check minimum air adjustment
12. Check economizer controls and operation
13. Check air cooled condenser for cleanliness; clean annually
14. Operate refrigeration system
15. Check refrigerant charge
16. Visually inspect for refrigerant leaks
17. Check for moisture in refrigerant
18. Check compressor oil level
19. Check crankcase heater
20. Check surface temperature of compressor
21. Check for vibration or unusual noise
22. Check condenser fan blades
23. Check operation of all condenser fans, fan controls
24. Check refrigerant operating pressures, temperatures
25. Check compressor voltages and amps
26. Check supply and return air temperatures
27. Check refrigeration operating and safety controls
28. Check refrigeration contactors and electrical connections
29. Check thermostat for proper operation, setting or possible damage
30. Calibrate thermostat once per year

31. Operate heating section; check discharge air temperature and return air temperature

#### **ELECTRIC HEAT**

1. Operate heat, check all heating elements for proper voltage and current draw, blown fuses, thermo links or burned out elements
2. Check all electrical heat contactors and electrical connections
3. Check electric heat safety and operating controls

#### **ALL UNITS**

1. Check condition of insulation
2. Check condition and security of outer panels

### **H. COMPREHENSIVE INSPECTION AND CALIBRATION**

#### **AUTOMATIC TEMPERATURE CONTROLS**

The Comprehensive inspection and Calibration shall be performed for every season (four times a year), due to climatic conditions, winter shutdown, spring start-up, etc.

#### **AIR COMPRESSOR**

1. Drain tank and check traps.
2. Change oil and check oil pressure (once a year)
3. Check belt and sheaves; change as required
4. Change suction filter as required.
5. Inspect un-loader and check valves.
6. Inspect high pressure safety valve.
7. Analyze motor operating conditions and lubricate.
8. Check PE switch, starter and alternator.
9. Record compressor run time.

#### **REFRIGERATED AIR DRYER**

1. Check refrigerant pressure and record.
2. Record refrigerant's temperature.
3. Test discharge air temperature
4. Brush condenser and cover grills as required.
5. Operate drain trap and bypass valves.

#### **FILTER AND PRESSURE REDUCING STATION**

1. Inspect coalescent filters (change as required).
2. Inspect charcoal filter (change as required)
3. Record pressure reducing valve settings, adjust as required.
4. Check low pressure safety valve

#### **BOILER, CHILLER, CONVERTOR PUMPS AND ZONE CONTROLS**

1. Check and calibrate all controllers.
2. Calibrate all transmitters and set receiver gauges, as required.
3. Check all PE switches.
4. Check all control valves.
5. Check all pilot positioners.
6. Check auxiliary control devices.

## **FAN SYSTEMS AND HVAC UNIT CONTROLS**

1. Review sequence of operation.
2. Check operation of all dampers.
3. Check pilot positioners.
4. Check all control valves.
5. Calibrate all controllers as required.
6. Calibrate all transmitters and set receivers gauges, as required.
7. Check all solenoid air valves, PE switches and air valves for proper operation.
8. Check auxiliary control devices. .
9. Calibrate space thermostats

## **ROOM TERMINAL UNIT CONTROLS**

1. Check all thermostats and calibrate as required.
2. Check all control valves and report condition.
3. Check operation of unit coil steam traps.
4. Check operation of all dampers and lubricate.
5. Check all PE switches, solenoid air valves, and limit controls.
6. Check operation of auxiliary devices.

## **TERMINAL UNITS**

Boxes - Mixing and variable air volume (without Fan)

- Inspect box for ductwork connection.
- lubricate and adjust dampers and linkage.
- Verify operation of control.

Electric Duct Heaters.

- Inspect coil damage to element
- Inspect isolators for damage or cracks.
- Brush coil, Remove dust and debris. (Where accessible.)
- Torque heating terminals.
- Verify operations of control.
- Verify staging of heating elements.

Induction Units

- Visually inspect coil. Clean as required.
- Check and clean drains and drain pans.
- Check discharge grill.
- Check and clean strainers.
- Check steam traps and hand valves.

Reheat Coils - Electric

- Inspect coil for damage to element.
- Inspect isolators for damage or cracks.
- Brush coil. Remove dust and debris (Where accessible).
- Torque heating terminals.
- Verify operation of control.
- Verify staging of heating elements.

Reheat Coils - Steam and Hot Water

- Inspect coil for leaks or damage.
- Brush coil. Remove dust and debris (Where accessible.)



- Check and clean strainers.
- Verify operation of steam trap(s) where applicable.
- Verify operation of controls.

Radiation

- Visually inspect fins/cast iron.
- Check and clean strainers.
- Clean as required.
- Check steam traps and hand valves.
- Report controls condition and repair requirements (if any).

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

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

# **SECTION III - RESPONSE CRITERIA**

## **1. SUBMISSION REQUIREMENTS**

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

Four (4) identical hard copies and one (1) electronic copy of the Proposal shall be enclosed in a sealed envelope and clearly marked " PROPOSAL: HVAC PREVENTIVE MAINTENANCE SERVICES" on the front thereon. 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, with the exception that four (4) identical hard copies and one (1) electronic copy of the cost proposal shall be submitted in a sealed separate envelope within the outer envelope. The Respondent's complete return address must be included on the outer envelope.

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 D.

## **3. COVER LETTER**

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

## **4. TECHNICAL PROPOSAL**

### **A. GENERAL REQUIREMENTS**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide HVAC Preventive Maintenance 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 HVAC Maintenance 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 HVAC Preventive Maintenance services similar in scope to those requested in this RFP.

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

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

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

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

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

### **C. FINANCIAL CAPACITY**

Each proposer must submit information to allow the District to assess the financial capacity of the proposer's organization. This information must include audited financial

statements of the proposer and any parent or affiliated company for the past three (3) years. Including:

- A summary of all claims made in the last five (5) years arising out of previous contracts listed including financial disposition of each claim, the project name, amount, date, and location.
- A statement describing whether or not the proposer has defaulted on a project within the last two years, including name, location, amount, and date.

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

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

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

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

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

The Proposer must submit the completed and signed certifications shown in Exhibit E. Failure to submit the certifications will result in the proposal not being evaluated.

#### **7. COST PROPOSAL**

Proposer must specify all costs and fees to be charged to provide the HVAC preventive maintenance services as stated in this RFP. Cost information shall be completed for **each** service year (Year 1: March 2020 to February 2021; Year 2: March 2021 to February 2022; Year 3: March 2022 to February 2023; Year 4: March 2023 to February 2024; and Year 5: March 2024 to February 2025). 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 F.

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

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

#### **8. MISCELLANEOUS INFORMATION**

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

# **SECTION IV -PROPOSAL EVALUATION**

## **1. EVALUATION PROCEDURES**

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

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

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

The final score for each proposal will be obtained by summing the results from each section (Technical Proposal and Cost Proposal), with a perfect final score being 100 points.

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

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

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

## **2. TECHNICAL PROPOSAL**

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

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

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

### **A. FIRM'S QUALIFICATIONS AND EXPERIENCE – 30 Points**

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

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

Elements thereof include the experience of the project manager, the proposed project team, including the supervisors assigned; equipment and onsite supervisory support; proposers' work plan; and quality control provisions.

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

Utilization of SBEs will be evaluated.

### **D. COST PROPOSAL – 35 Points**

Proposals will be rated on the basis of the total cost of services. The Proposal asserting the lowest will receive 35 points. All other proposals will receive between 1 to 35 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. The formula is as follows:

- a) Divide lowest proposed cost by cost of relevant proposal
- b) Multiply result from step a) times 35 points to determine points to be awarded.

The final score for each proposal will be obtained by summing the results from each section, with a perfect final score being 100 points.

***EXHIBIT A: FEDERAL CONTRACT CLAUSES***

## **FEDERALLY REQUIRED CONTRACT CLAUSES**

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

(1) The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

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

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

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

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

1. In accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites



pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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

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

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

**Civil Rights** - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending

Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

### **Termination**

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

**b. Termination for Default.** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the District may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work

within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Contractor, within [10] days from the beginning of any delay, notifies the District in writing of the causes of delay. If in the judgment of the District, the delay is excusable, the time for completing the work shall be extended. The judgment of the District shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

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

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

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

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

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

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

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

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification **(see page D4 of this RFP)** required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended,

33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

**Cargo Preference - Use of United States-Flag Vessels** - The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subContractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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

**Contract Work Hours and Safety Standards**

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subContractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

#### **Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5%. There is no DBE goal for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the District deems appropriate. Each subcontract the Contractor signs with a subContractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

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

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

consent of District.

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

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

***EXHIBIT B: STATE REQUIREMENTS***



## CONNECTICUT REQUIREMENTS

### EXECUTIVE ORDERS

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

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

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

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

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (the District) deems appropriate.

**Non-Discrimination in Employment and Affirmative Action.** In connection with the carrying out of the Project the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their pre-employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued

pursuant thereto are incorporated herein by reference and made a part hereof. The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Project.

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

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

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

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

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

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

#### **STATE REQUIRED CERTIFICATIONS**

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

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

- Gift Certification – Form 1
- Consulting Agreement Affidavit – Form 5

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

***EXHIBIT C – PROCUREMENT AND APPEALS  
PROCESS***

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

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

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

### 1. Pre-Bid

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

### 2. Pre-award

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

### 3. Post-Award

A post-award protest is a protest received after award of a contract. A post-award protest must be received within 5 business days of the notification of the award. A post-award protest generally alleges a violation of applicable federal or state law and/or District policy or procedures relative to the seeking, evaluating and/or awarding of the contract. Each Proposer will be notified by first class mail of the decision of the District as to the selection of firm under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

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

All Protests must be filed in writing to:

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

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

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

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

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

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

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

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

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

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

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

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

***EXHIBIT D: GENERAL INFORMATION FORM***

## General Information Form

Name of  
Organization: \_\_\_\_\_  
Organization's  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Years in Business: \_\_\_\_\_  
Company Federal taxpayer identification number \_\_\_\_\_

Organization is (check one):

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

If the organization is a corporation, indicate the following:

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

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

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

### Organization's Authorized Representatives:

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

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

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

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the District with the services described in the Request for Proposal GHTD RFP #06-020. 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 E – REQUIRED CERTIFICATIONS***

**Certification of Eligibility**

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

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

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

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

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

**ELIGIBLE PROPOSERS CERTIFICATE**

I, \_\_\_\_\_, of \_\_\_\_\_,  
Name & Title Name of Firm

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

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

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

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

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

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



***EXHIBIT F – COST PROPOSAL FORM***

**COST PROPOSAL FORM  
GHTD RFP# 06-020  
HVAC PREVENTATIVE MAINTENANCE SERVICES**

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

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

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

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

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

**LABOR COST**

Hourly rate(s) \_\_\_\_\_

\_\_\_\_\_

**NON-MAINTENANCE ITEMS**

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

**TRAVEL EXPENSES**

Vehicle Cost per Hour \_\_\_\_\_

Miscellaneous (provide detailed information) \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Title

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

***EXHIBIT G– CONTRACT***

**GREATER HARTFORD TRANSIT DISTRICT  
HVAC PREVENTIVE MAINTENANCE SERVICES AGREEMENT**

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

WHEREAS, the District desires to engage the Contractor to provide HVAC Maintenance 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 HVAC Maintenance Services, as amended by Addenda, and in the Response provided by the contractor, which comprise the Statement of Work (“SOW”) set forth on Schedule 1, attached hereto and incorporated herein.

**2. Services To be Performed**

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

**3. Contract Documents**

This Agreement is funded in part under a financial assistance agreement between the District and the FTA (“FTA Agreement”), a copy of which may be obtained upon written request directed to the District’s Executive Director (“Executive Director”). This Agreement is subject to all provisions prescribed for third party contracts by the FTA Agreement, which is incorporated herein by reference, including, but not limited to, the provisions of the Federally Required Contract Clauses, attached hereto as Schedule 3 and made a part hereof. In addition, the District’s Request for Proposals entitled GHTD Request for Proposals #06-020 (the “RFP”) and the Contractor’s response thereto (the “Response”) are hereby incorporated herein by reference. The Contractor is bound to this Agreement, the FTA Agreement, Federally Required Contract Clauses, RFP and Response, all of which constitute the “Contract Documents.” In the event of any conflict or inconsistency between or among the individual Contract Documents, the terms of the following individual Contract Documents shall control in accordance with the following order of precedence:

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

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

#### **4. Term**

This Agreement shall commence on the Effective Date and shall have an initial term of 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 (Year 3: March 2022 to February 2023; Year 4: March 2023 to February 2024; and Year 5: March 2024 to February 2025). 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 January 1, 2022 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 February 1, 2022, the Agreement will expire as of February 28, 2022, unless the Agreement is otherwise terminated in accordance with its provisions. The extension of the Agreement for the additional option years will follow the same process. The provisions of the Agreement will remain in force during any such option year(s) except for the amount of the Rate, which is subject to negotiation between the Parties.

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

#### **5. Personnel**

The Contractor shall furnish District with as requested by District to perform the Services. Contractor shall be responsible for the direct supervision of all HVAC Maintenance Personnel through designated representatives who will be available at reasonable times to consult with District or its designated representative. Contractor will remove from service Janitorial Personnel who, in District's reasonable opinion, are not qualified to perform the Services or for rules violation or misconduct. All HVAC Maintenance Personnel furnished to District are the employees of the Contractor. The Contractor shall pay the wages, taxes, and other expenses relating to each of its employees. The Contractor shall hire, train, and supervise all of its employees to meet industry standards and the requirements of the District.

#### **6. Compensation**

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

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

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

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

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

## **8. Rate Changes**

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

## **9. Federal, State, Local Changes of Law.**

In the event that any change in Federal, State or Local law, rule or ordinance ("Legal Change") directly and solely causes a material increase in Contractor's costs of procuring insurance, employee benefits, an increase in the minimum wage, Contractor may make a written request for additional compensation on account of the same. Any such written request must be made within fourteen days from the date of such change, or the Contractor's right to make such request shall be irrevocably waived. If the Contractor makes a timely written request and proves to the satisfaction of the District that there has been a Legal Change, and such change has directly and solely caused a material increase in the Contractor's costs, the District and Contractor will in good faith negotiate a reasonable increase in the Contractor's compensation.

## **10. Changes.**

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

In the event that any such change causes an increase or decrease in the cost of performing any of the Contractor's Services, the parties shall agree upon an equitable

adjustment of the schedule, maximum payment amount, and line-item costs to the extent that they are affected by such change.

## **11. Invoices**

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.

## **12. Insurance and Indemnification**

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

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

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

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

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

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

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

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

If the Contractor or any of its subcontractors are providing design, architectural or engineering services with respect to this Contract, the Contractor and such subcontractors shall carry Professional Liability Insurance Policy in an annual aggregate amount not less than Two Million Dollars (\$2,000,000), which coverage shall be

maintained in force for a period of not less than three (3) years after the completion of the work under this Contract.

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

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

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

#### **F. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from, Contractor's negligence, performance, breach or failure to perform under the Contract or the violation of any applicable law or regulation, and whether done directly, or by or through Contractor's subcontractors or anyone directly or indirectly employed by



Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether or not such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from gross negligence or willful misconduct of the Indemnified Party). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

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

### **13. Force Majeure**

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

### **14. Termination**

Termination for Convenience. The District may terminate this Agreement, in whole or in part, for its convenience and without cause with at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for convenience, the District shall be liable only for payment under the payment provisions of this Agreement for services satisfactorily rendered before the effective date of termination.

Termination for Cause. If the Contractor fails, in the sole discretion of the District, to perform its services in accordance with any of the terms of the Contract Documents, the District may terminate this Agreement for cause by giving written notice to the Contractor. Such termination shall be effective immediately, unless the District states otherwise in its notice of termination. In such event, the Contractor shall be paid only for services performed to the satisfaction of the District, subject to the District's withholding of the value of any damages sustained by the District due to any default by the Contractor. In the event that any termination made pursuant to this paragraph is subsequently shown to have been without cause, such termination

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

### **15. Subcontractors**

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

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

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

### **17. Independent Contractor**

Contractor's relationship with District is that of an independent contractor, and nothing in this Agreement shall be construed to designate Contractor, or any of its employees, as employees, agents, joint venturers, or partners of District. Contractor shall exercise its own discretion over the method and manner of performing its duties and District will not exercise control over Contractor, its employees, equipment or facilities except insofar as may be necessary to ensure performance and compliance with this Agreement.

### **18. Dispute Resolution**

The parties hereby agree that only for disputes that arise between Contractor and District concerning a claim for breach of the obligation to pay fees such disputes be submitted to final and binding arbitration before a single arbitrator pursuant to the Commercial Arbitration rules of the American Arbitration Association, such arbitration proceeding to be held in Connecticut. The submission for arbitration shall be made by either party not later than the sixtieth (60<sup>th</sup>) day following the filing of a claim by Contractor or District. The parties shall share the costs of such arbitration proceeding equally and they agree that any arbitration award shall be final and binding.

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

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

### **20. Non-Discrimination in Employment and Affirmative Action.**

In connection with the carrying out of the SOW, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their reemployment, without regard to their age, race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Contractor agrees to comply with Title VI of the

Civil Rights Act of 1964 (42 U.S.C. ' 2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Services.

## **21. Assignment**

This Agreement is not assignable by District or Contractor without the prior written consent of the other, such consent not to be unreasonably withheld. Any attempt to assign this Agreement without consent shall be void.

## **22. Authority**

Each person signing this Agreement on behalf of a party hereto represents and warrants that such person has full authority to enter into this Agreement on behalf of that party. District acknowledges that Contractor's sales representatives do not have the authority to enter into this Agreement.

## **23. Severability**

In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the parties agree to negotiate in good faith to modify this agreement so as to effectuate their original intent.

## **24. Notices**

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

If to Contractor:

If to District:

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

## **25. Jury Trial Waiver**

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

## **26. Governing Law**

This Agreement shall be governed by and construed according to the internal laws of the State of Connecticut. Except for disputes governed by Paragraph 16 hereof, the parties



Schedule 1  
(Statement of Work)

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

Schedule 2  
(Rates and Service Hours)

Schedule 3  
(Federal Contract Clauses)