

Worcester Regional Transit Authority



Request for Proposals (RFP) #2023-01

FOR

Transit Management Services

PROPOSALS DUE:

October 21, 2022

2:00 p.m., EDT

Dennis J. Lipka, Administrator
Worcester Regional Transit Authority
60 Foster Street
Worcester, MA 01608

CONTACT:

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SECTION 1. GENERAL INFORMATION

1.1 Solicitation

The Worcester Regional Transit Authority, herein referred to as “WRTA” is a political subdivision of the Massachusetts Department of Transportation. It is responsible for public transit services in thirty-seven (37) communities within the Central Massachusetts region, and is funded with Federal, State and local subsidies, as well as farebox revenue.

The WRTA was created pursuant to Massachusetts General Laws, Chapter 161B. The WRTA is prohibited, by the provisions of Section 25 of Chapter 161B, from directly operating transit services; thus, the WRTA is soliciting proposals from qualified contractors for management and operational services of its public transit systems and ancillary public transit services as allowed by MGL 161B and the Urban Mass Transportation Act of 1964, as amended.

The WRTA is an Equal Opportunity Employer. Disadvantaged Business Enterprises are encouraged to submit proposals and no proposer will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, disability, sexual orientation, veteran status, or other protected class, as identified by law, in consideration of an award of contract.

The WRTA is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit. For the purposes of this contract and project, the WRTA must also comply with funding rules and regulations of the Federal Transit Administration (FTA) and the Massachusetts Department of Transportation (MassDOT), as well as other federal and state funding sources.

1.2 WRTA’s Transit Philosophy

It is the goal of the Worcester Regional Transit Authority, through its Operator, to provide the best, efficient, and maximum amount of transportation possible to its service area with its limited revenues from the Federal Transit Administration (FTA), the Commonwealth of Massachusetts (MassDOT), and its Member Communities.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Procurement Schedule

The following is an anticipated RFP engagement schedule. The WRTA may change the estimated dates and process as deemed necessary.

The proposed schedule for submittal, reviews, and notification is as follows:

Activity	Date
Release & Advertise RFP	September 2, 2022
Pre-Proposal Meeting	September 19, 2022
Deadline for Questions/Clarifications	September 26, 2022
Response to Questions/Clarifications	October 3, 2022
Deadline for Issuance of Addendum (if necessary)	October 3, 2022

Proposals Due	October 21, 2022
Interviews (if needed)	November 7-9, 2022
Recommendation & Notice of Award	November 14, 2022
Complete Contract	December 15, 2022

It is anticipated that services will begin on January 1, 2023. This project is being developed with, and is or will be subject to, the regulations and procedures of the funding agencies; the Federal Transit Administration (FTA), and the Massachusetts Department of Transportation (MassDOT).

2.2 Submission of Proposal

One (1) original, and four (4) physical copies of the proposal must be submitted in hard copy, and one (1) version of the proposal must be submitted in electronic format (Google Drive, or Dropbox) in Adobe PDF to:

Worcester Regional Transit Authority
60 Foster Street
Worcester, MA 01608
Attention: Nicholas Burnham, Grants and Compliance Manager
Electronic Submission: nburnham@therta.com

Proposals must be sealed and clearly marked on the outside as follows: **“Proposal for WRTA Transit Management Services – RFP #2023-01”**.

Proposals shall be submitted no later than 2:00 PM Eastern Daylight Time (EDT) on October 21, 2022. Proposals received after the date and time specified above will not be considered.

Proposals shall be written in an easy-to-read format using accessible fonts of 11 points or higher. Proposals shall be limited to a maximum page count of thirty (30) pages (not including Exhibit submissions). Electronic proposal submissions must be sent to the email address listed above via a link to Google Drive, Dropbox, or similar file hosting service. USB thumb drives or CDs will not be accepted.

2.3 Cost Associated with Preparing Response to RFP

The respondent shall be solely responsible for any and all costs incurred in the preparation or submittal of the proposal. No portion of these costs shall in anyway be incurred by the WRTA.

2.4 Pre-Proposal Meeting

A Pre-Proposal meeting will be held at the WRTA Maintenance and Operations Facility (42 Quinsigamond Avenue, Worcester, MA 01610) on Monday, September 19, 2022 at 2:00 PM. All potential respondents to this RFP are highly encouraged to attend, though not mandatory, nor a condition of a final award. Parking is available directly at the facility.

2.5 Questions / Clarifications

The deadline for questions or clarifications must be received by the WRTA in writing no later than Monday, September 26, 2022 at 5:00 PM EDT.

2.6 Bid Bond

A bid bond is not required for this RFP.

2.7 Performance Bond

A performance bond is not required for this RFP.

2.8 RFP Documents

The following, in addition to this RFP, constitute the RFP documents:

- EXHIBIT A – Prospective Proposer Fact Sheet
- EXHIBIT B – Cost Proposal Form
- EXHIBIT C – Customer References
- EXHIBIT D – Non-Collusion Declaration
- EXHIBIT E – Certification as to Payment of State Taxes
- EXHIBIT F – Federal Contract Clauses
- EXHIBIT G – Protest Procedures
- EXHIBIT H – Fleet Roster
- EXHIBIT I – Sample Agreement

2.9 Required Submissions

To facilitate the WRTA's objective review of the RFP's from different Firms, the Firms are requested to organize the main document using a standardized format. Each RFP must contain the following:

- A completed Prospective Proposer Fact Sheet (located in **EXHIBIT A**).
- Letter of Transmittal – The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:
 - Name, title, address, e-mail address and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
 - Company name, address and telephone number(s) of the firm submitting the proposal. Please identify the state of incorporation, if the address is different and legal name and form of the respondent.
 - Names of Principals and/or Officers of the company.
 - Federal and State taxpayer identification numbers of the firm.
 - Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.

- The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
 - Statement which indicates “proposal and cost schedule shall be valid and binding for 180 days following proposal due date and will become part of the contract that is negotiated with the WRTA.”
 - If a joint venture, provide the above information for all participating firms.
- A completed Cost Proposal Form (located in **EXHIBIT B**).
 - Provide the name, title, address, e-mail address, and telephone number of three references for clients whom you have provided similar services recently. Please provide information referencing the actual services provided, customer size, and length of tenure providing services to this client (located in **EXHIBIT C**).

Terms and Conditions of the Contract

The WRTA proposes to use a standard contract for professional services, a copy of which is included in **EXHIBIT I**. Should the firm have any special or unusual contract conditions or limitations, the WRTA should be advised of these in this section of the RFP.

The required certifications and Federal Contract Clauses are located in **EXHIBITS D, E, and F**.

2.10 Public Opening of RFP

There will not be a formal public opening for this RFP.

2.11 Multiple Proposals

Only one proposal will be accepted from any one person, partnership, corporation or other entity.

2.12 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Nicholas Burnham or designee.

Respondents shall be responsible for continually checking the WRTA’s website at www.therta.com for the most current information regarding this RFP. Current information may be in the form of an update or formal addendum. Updates and / or addenda will be posted on the above mentioned website by Monday, October 3, 2022 at 5:00 PM EDT.

2.13 Late Proposals

All proposals to the RFP must be delivered in person or received by mail no later than Friday, October 21, 2022 at 2:00 PM EDT. Respondents shall be responsible for the timely delivery of

their proposals. Proposals received after the deadline will not be considered.

2.14 Point of Contact

All correspondence regarding this RFP shall be directed in writing to Nicholas Burnham who may be reached by email at nburnham@therta.com. No other individual has the authority to respond to any questions submitted unless specifically authorized by Nicholas Burnham. Failure to adhere to this process may disqualify the Proposer.

2.15 Non-Collusion Declaration

Respondents shall execute a Non-Collusion Declaration on the form furnished by the WRTA. **EXHIBIT D** includes the Non-Collusion Declaration form and is attached to the RFP.

2.16 Certification as to Payment of State Taxes

Respondents shall execute a Certification as to Payment of State Taxes on the form furnished by the WRTA. **EXHIBIT E** includes the certification form and is attached to the RFP.

2.17 RFP Evaluation Criteria

Proposals will be evaluated and ranked based upon objective Qualification-Based criteria. The WRTA will select the most qualified firm based on a point system outlined below. The maximum score that any one proposal shall receive is 100, with an opportunity to earn an 5 additional points (optional).

A selection committee has been established to review and evaluate all documentation submitted in response to the Request for Proposals. The committee will conduct a preliminary evaluation of all documentation to determine that firms are qualified to perform the required services. The selection committee will make a recommendation of an award to the WRTA Administrator, who will make the final selection for contract award.

The WRTA reserves the right to request an interview with any firm during the selection process. Should the WRTA see the need to interview a firm, the firm will be notified as early as possible in the proposal review process.

The selection criteria are as follows:

- 1. Qualifications and Experience of identified management personnel with emphasis on the following (30 Points):**
 - a. Actual experience of the Proposed Management Team of a similar size fixed-route and demand response transit system.
 - b. Experience in labor relations and negotiations with a labor organization of similar size as WRTA.
 - c. Experience in fixed-route transit and paratransit vehicle maintenance.
 - d. Experience in the administration of insurance programs, and safety and loss prevention programs.
 - e. Experience in the use of performance measures to achieve improvements.
 - f. Experience with onboard technologies (e.g. APC, AVL, AVM).
 - g. Experience with Hastus scheduling software.

2. The technical qualifications of the Proposer (30 Points):

- a. General qualifications.
- b. Experience in top management of similar sized transit systems.
- c. Reputation of the Proposer based on industry and other references.
- d. Experience with applicable Massachusetts safety and environmental laws and procedures.

3. Cost Proposal (30 Points)

4. References (5 Points)

5. Demonstrated Management Innovations (5 Points)

6. Additional Points – Optional (5 Points):

- a. Proposers can receive additional points, up to a maximum of 5 points, for identifiable costs savings anticipated and resulting from specific innovative programs, policies, and procedures to be implemented by the Proposer.
 - i. Examples include, but are not limited to: the use of technology in planning, service delivery, customer service, vehicle maintenance, inventive service standards, etc.

2.18 Reservations

The WRTA reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- Waive or correct any minor or inadvertent defect, irregularity or technical error in any RFP or procedure, as part of the RFP or any subsequent negotiation process
- Terminate this RFP and issue a new Request for Proposals anytime thereafter
- Procure any materials or services specified in the RFP by other means
- Extend any or all deadlines specified in the RFP, including deadlines for accepting RFP's by issuance of an Addendum at any time prior to the deadline for receipt of proposals to the RFP
- Disqualify any Proposer on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or other data available to the WRTA. Such disqualification is at the sole discretion of the WRTA
- Reject any Proposer that is in breach of or in default under any other agreement with the WRTA
- Reject any Proposer deemed by the WRTA to be non-responsive, unreliable, unqualified, or non-responsible.

2.19 Notification of Withdrawals of Proposals to RFP's

Proposals may be modified or withdrawn prior to the date and time specified for RFP submission by an authorized representative of the Proposer or by formal written notice. All proposals not withdrawn prior to the proposal due date will become property of the WRTA.

2.20 Interpretation

Should any discrepancies or omissions be found in the RFP specifications / requirements, or doubt as to their meaning, the Proposer shall notify the WRTA in writing at once (email is recommended). The WRTA will post updates or addenda on its website (www.therta.com). The WRTA shall not be responsible for oral interpretations. All addenda issued shall be incorporated in the Contract.

2.21 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

2.22 Execution of Agreement

Upon successful reference checks, evaluation, and receipt of all required documents, an agreement (**EXHIBIT I**) must be executed by both parties. The WRTA intends to enter into contract negotiations with the Proposer of the highest evaluation score, with the ultimate goal of developing a fixed price contract for three (3 years) with up to seven one-year (1) options.

The contractor's proposal and the sample agreement included in the RFP shall form the basis of negotiations. If WRTA is unable to reach an agreement with the selected contractor, it reserves the right to terminate negotiations and conduct negotiations with the next highest ranked Proposer or reject all proposals and conduct a new solicitation.

The successful Proposer shall be subject to all provisions of this RFP. The resulting agreement for Transit Management Services shall also be subject to and incorporate by reference the FTA required Contract Clauses. **Firms that are not registered and active in the U.S. government's System for Award Management (SAM) by the award date will not be considered for this award.**

2.23 Proprietary Information

All information appearing within the proposal is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope, provided, however, that this process shall not impede the obligation of the WRTA to respond to any public records request as required by Applicable Law. Reference sealed envelope within the body of the proposal.

2.24 Exceptions and / or Deviations

No exceptions to or deviations from this specification will be considered, unless each exception or deviation is specifically stated by the Proposer as an exception on the request form and accompanied by a detailed statement completely defining the exception and / or deviation. The manufacturer's name, product name or trade name, and catalog or part number must be shown on the RFP in the designated places; however, that information is not sufficient evidence that the Proposer is making an exception. If no exception or deviation is shown, the Proposer will be required to furnish the equipment or services exactly as specified herein. The burden of proof of compliance with this specification will be the responsibility of the Proposer. The WRTA reserves the right to reject, as unresponsive, any proposal not containing all information requested by the WRTA.

SECTION 3. SPECIFICATIONS AND REQUIREMENTS

3.1 Introduction

The WRTA currently provides public transportation services within the City of Worcester and thirty-six (36) communities within its service delivery area. The total service area has approximately 580,000 residents (2020 U.S. Census) and can be characterized as having an urban core of nearly 206,000 residents in Worcester proper (2020 U.S. Census), and over 300,000 residents including Worcester and its immediate suburbs. For further information about the WRTA (schedules, maps, services, etc.) please visit our website: www.therta.com.

For reference, historical performance statistics of the WRTA system are included below. FY 2022* indicates that the statistics have not yet been finalized, nor submitted to the NTD.

Fixed Route	FY 2019	FY 2020	FY 2021	FY 2022*
Annual Unlinked Passenger Trips (UPT)	3,013,268	2,421,591	2,196,138	3,068,282
Annual Revenue Miles (VRM)	1,896,120	1,679,708	1,842,754	2,059,699
Annual Revenue Hours (VRH)	161,086	141,017	157,474	173,195
Vehicles Operated (VOMS)	41	42	42	47
Number of Fixed Routes & Shuttles	27	28	27	28

Demand Response	FY 2019	FY 2020	FY 2021	FY 2022*
Annual Unlinked Passenger Trips (UPT)	180,596	141,951	98,304	141,273
Annual Revenue Miles (VRM)	1,149,799	951,388	799,840	992,332
Annual Revenue Hours (VRH)	77,790	66,267	55,047	66,114
Vehicles Operated (VOMS)	58	58	52	51

WRTA’s objective is to maintain its present transportation services in accordance with its philosophy and includes operation of the following:

- A. Twenty-four (24) fixed routes serving the City of Worcester and 13 surrounding communities. Fixed route service is provided by a fleet of fifty-five (55) transit buses, operating approximately 2,000,000 vehicle miles annually.
 - a. Three (3) community shuttle routes serving 5 communities. These routes operate similarly to fixed route service, and are provided using cutaway vans, operating approximately 200,000 vehicle miles annually.

- B. Paratransit (Demand Response) – Demand Response service operates throughout the entire WRTA service area. Demand Response service is provided by a fleet of fifty-seven (57) cutaway vans, operating approximately 700,000 vehicle miles annually.

- C. Operation of Facilities;
 - a. The WRTA Hub (opened in 2013) features an 8-slip covered bus transfer platform, with an adjacent three-story building (approximately 12,000 square feet) that houses the WRTA administrative offices, customer service, travel training, brokerage services, and a public waiting area. The WRTA Hub is located at 60 Foster Street, in downtown Worcester, adjacent to Worcester’s Union Station.

- b. The WRTA's Maintenance and Operations (M&O) Facility (opened in 2016) is a 150,000 square foot center that includes bus/van storage, vehicle maintenance, management offices, operations dispatching, and storage facility. The M&O is located at 42 Quinsigamond Avenue in Worcester, approximately one-mile from the WRTA Hub. The prospective management company would be housed at the M&O Facility.
- D. Other – Provide those public transit or related services that may arise from time to time at the discretion of the WRTA Administrator.

WRTA currently has a contract for transit management and operational services with First Transit, Inc. The current contract ends December 31, 2022. WRTA is seeking proposals from experienced, qualified, and professional firms to provide transit management services and operations for the period commencing January 1, 2023 and expiring on December 31, 2026. The WRTA will consider extending the contract with up to an additional seven (7) one-year (1) options.

The management entity selected will be responsible for:

- A. Providing service on twenty-four (24) distinct fixed routes, serving the City of Worcester and 13 surrounding communities within the WRTA service area;
- B. Providing service on three (3) distinct community shuttle routes, serving five (5) communities within the WRTA service area;
- C. Operating the Worcester paratransit service, which provides ADA van service primarily to residents of the City of Worcester, and overflow ADA trips for WRTA communities beyond the City; and
- D. Providing brokerage services that include, but may not be limited to, paratransit call taking and scheduling (approximately 18 vehicles), mobility management, vendor contract negotiations and contract compliance, vendor billing, and the processing of ADA and non-ADA eligibility applications.
- E. Maintaining, repairing, and operating all transit equipment of the WRTA and its facilities in accordance with the policies, standards, and procedures as established by the WRTA, and consistent with FTA and best practices throughout the transit industry.

Proposers should be aware the WRTA is party to a 13(c) Labor Protection Agreement and, by reference, to a Labor Agreement between the current operator, First Transit / Central Mass Transit Management Inc. (CMTM), and the Amalgamated Transit Union, Worcester Local 22 covering an estimated one hundred and sixty (160) hourly operations, maintenance, and administrative personnel. In addition, there are approximately eighteen (18) management/administrative positions. The current Collective Bargaining Agreement is in effect from September 1, 2022 to August 31, 2025.

The WRTA owns all revenue vehicles referred to above. The WRTA owns ten (10) non-revenue support vehicles and all the materials and supply inventory required for the operation and maintenance of said vehicles. A vehicle fleet roster is attached as **EXHIBIT H**; the Proposer shall be responsible for maintenance of all vehicles in this Exhibit, excluding only vehicles operated by SCM Elderbus.

3.2 Scope of Services

The contractor will provide management services required for the efficient operation of WRTA's transit system and system expansion that may reasonably occur during the contract period, including, but not limited to, later evening service, expanded weekend service, maintenance and protection of its equipment and facility under policies, standards, and procedures approved by WRTA.

The contractor will be required to operate the WRTA Hub and the WRTA Maintenance and Operations Facility, and will be responsible for the maintenance and upkeep of those facilities. The contractor will provide input into WRTA's capital planning; to include responsibility for the preparation of technical specifications, capital project supervision, and procurement, when mutually agreed to. The contractor will be required to provide all data and information necessary to meet all WRTA reporting requirements to MassDOT, FTA, and the annual report to the National Transit Database (NTD). For all reporting requirements, the contractor will work closely with the staff of the Central Massachusetts Regional Planning Commission (CMRPC).

The management services provided shall include, but not be limited to:

- A. The contractor's employment of a full-time on-site General Manager who shall be required to reside within a one-hour drive of Worcester. The General Manager will be responsible for the discharge of the contractor's obligations to the WRTA under the contract. This individual should have a minimum of ten (10) years of management experience of which five (5) years must have been in the top management capacity with overall responsibility of system management in the field of public transportation. It is understood that the General Manager will be required to visit the property periodically on nights and weekends, as necessary.
 - a. Currently, First Transit employs a General Manager and an Assistant General Manager to WRTA. The WRTA is not mandating specific management positions beyond the General Manager, and the contractor may propose a resident management staff necessary for the operation of WRTA's system.
- B. The contractor, utilizing necessary transit system personnel and the WRTA's transportation tangible assets, will have full responsibility for the management of:
 - a. Accounting services consisting of a computer based accounting system (Microsoft Dynamics GP, Version: 18.3.1290) which is currently in use that performs the disbursing functions and a financial management information system providing monthly general ledger reports including budget to actual statements as the basis for requisition for payment, other financial and operating statements and reports that may be necessary and required by WRTA to support

its efforts in securing maximum federal, state, and local funding.

- b. Transportation services consisting of routing, scheduling (using Hastus software), service suspension and other related duties such as the preparation of public timetables and furnishing of public information.
 - i. Hastus is the basis of WRTA's computer aided dispatch/automatic vehicle locator (CAD/AVL) system (Clever Devices). Knowledge and use of this software is essential.
- c. The maintenance of WRTA's equipment and facilities in accordance with the adopted maintenance program with FTA and industry best practices.
- d. The monitoring of operational and maintenance performance as input for the service planning process, and the preparation of technical specifications for capital procurement.
- e. Establishment of safety and security programs based on accepted industry safety and security standards including its relation to individuals and all employees, the conduct of safety meetings (including the WRTA Employee Safety Committee), the conduct of safety campaigns, the study of present safety and security equipment, MSDS, implementation of OSHA rules and regulations, compliance with Massachusetts "Right to Know" laws, as well as ongoing investigations in each incident to maximize available information as reported to insurance carriers. In addition, assist WRTA in the development of its insurance program including the solicitation of general liability, fleet, and property damage insurance, as may be required by WRTA.
- f. Personnel and labor related services including the direction and supervision of employee relations and employee health programs, training, safety and compensation, the development of labor relations pertaining to working agreements with union employees, the maintaining of working relations in a manner consistent with WRTA's present policy, the conduct of labor negotiation sessions as they pertain to the extension of existing labor agreements or making of new agreements and the handling of all grievances and misunderstandings as they relate to the terms of the Labor Agreement.
- g. Financial management services consisting of purchasing, inventory control, budgeting, forecasting, performance monitoring and planning, as well as other mandated requirements to include: FTA Drug and Alcohol Regulations, Federal Equal Employment Opportunity Policies, requirements of the Americans with Disabilities Act of 1990, all aspects of the Master Agreement between the FTA and WRTA and all aspects of the agreement between the WRTA and MassDOT, in regards to contract assistance as provided for under MGL 161B.
- h. Insurance related duties as follows:

- i. Administration of all property and casualty insurance policies including commercial, auto, general liability and property damage with the Operator named as additional party.
 - ii. Administration of all employee benefits program including health insurance, dental, disability policies, and workers compensation.
 - iii. Review of financial reports, leases, contracts, and other documents to identify potential exposures.
 - iv. Preparation of technical specifications for vehicles and support equipment.
 - v. Negotiation of premiums, terms and conditions of all property/casualty insurance coverage, bonds, and employee benefit contracts or programs.
 - vi. Responsibility for claim reporting and maintenance as well as monitoring of claim reserves as set by insurers. Also, negotiate claim settlements with insurer.
 - vii. Review and compliance with loss prevention reports with insurance company engineers and assistance with loss control recommendations and compliance.
- i. The contractor shall participate in any and all community outreach programs conducted by WRTA, as the Administrator deems necessary.
 - j. The contractor shall report all insurance or other liability claims made against WRTA to the Advisory Board.
 - k. The contractor should be familiar with computer aided dispatch and automatic vehicle locator software and how this technology can make the operations of the WRTA fixed route and paratransit fleets more efficient.
 - l. The contractor should be familiar with smart card and tap pass technology. Please refer to the new Mobile Fare Payment System and related technology manufactured by Masabi (<https://www.masabi.com/justride-validator-jrv/> and <https://www.masabi.com/fare-payments-as-a-service/>).
- The WRTA anticipates this new Mobile Fare Payment System to be implemented and operational by January 2023. The WRTA is currently fare-free through December 2022.
- m. The contractor should be knowledgeable of the operation and maintenance of diesel, diesel/hybrid, battery-electric, and other alternative fueled buses.

The WRTA will provide the contractor with all equipment, facilities, and operating funds provided that the expenses are allowable and allocable, and are necessary and reasonable for the efficient operations of the system. The contractor will be responsible for all costs associated with the employment of the General Manager or any other personnel that the contractor may deem necessary in providing the services as required.

3.3 Proposal Content

All proposals shall be submitted in both hard copy and electronic form (see 2.9 Required Submissions) and shall include at a minimum, the following:

- A. Name of firm, address, name of contact person, telephone number, and email address.
- B. Resident Management team:
 - a. Resume(s) must be submitted of the proposed General Manager and any additional management personnel, resident or otherwise, to be provided by the contractor to effectively discharge the responsibilities under this contract.
 - i. Resume(s) should be in detail listing relevant qualifications and accomplishments.
 - b. Salaries and salary ranges of proposed General Manager, and any additional management personnel.
 - c. Organization chart.
 - d. Any additional information on staff and experience in order to properly evaluate the proposal.
- C. Identify any subcontractors, consultants, and/or other support person(s) to be used in the discharge of the company's obligations under the contract. For each said support service, provide a description of the scope and type of service to be provided, together with a summary of their experience, qualifications, capabilities, and whether or not their cost is included in the management fee.
- D. Using the enclosed Cost Proposal Form (see **EXHIBIT B**), state the proposed monthly management fee and detail any and all additional fees or charges for services which may be required, but are not included in the management fee.
- E. Provide a complete summary of the contractor's transit management knowledge, experience, and capabilities.
 - a. Identify all transit systems presently managed, as well as the name and locations of transit systems previously managed.
 - b. Support systems and resources available to Resident Management Team for training and mentoring, human resources management and workforce development, technical assistance, and other services offered.
 - c. Provide knowledge of new technologies used to provide more efficient service, knowledge of best practices to improve vehicle/fleet maintenance, workforce development tools and strategies, and efforts in transportation planning and operations to increase ridership.
- F. Provide a written authorization for release of information on all matters together with a complete list of clients with names of contact persons, addresses, telephone numbers, and email addresses.
- G. Describe all operational, maintenance, and customer service performance measures that the Proposer intends to use in the management of the transit system.

- a. Provide examples of where the Proposer has used these performance measures and identify specific benefits, or cost savings that may result. The WRTA will look favorably on proposals offering specific cost savings and efficiencies, improvements, and effective implementation of best practices in vehicle maintenance.
- H. Describe the management approach to be taken as it relates to WRTA's system with particular attention given to the existing structure of personnel and labor relations.
 - a. Provide examples of where the Proposer negotiated any collective bargaining agreements, including results achieved.
- I. Describe the Proposer's experience with the development and implementation of federal affirmative action, equal employment opportunity, disadvantaged business enterprises, and Title VI programs.
- J. Provide at least three (3) financial references including at least one (1) financial institution and one (1) transit client.
- K. Provide proof of availability of insurance for Employment Practices Liability of not less than \$3,000,000, which reasonable cost shall be reimbursed by WRTA. The successful Proposer shall be required to obtain said insurance.
- L. Identify management initiatives to enhance customer service.
- M. Describe the development and implementation of service standards for fixed route service (urban, and suburban service areas), and demand response.

When describing knowledge and experience as required in Sections 3.3 B, C, and E above, the Proposer should pay particular attention to the following factors:

- i. Management of transit systems similar to WRTA in size.
- ii. The development of equipment specifications and acquisition of equipment and development of specifications and Requests for Proposals for the procurement of insurance coverage.
- iii. Familiarity with the Commonwealth of Massachusetts Chapter 161B, and FTA regulations, procedures, and funding requirements.
- iv. The implementation of transit productivity improvements.
- v. Driver training, including safety and security training, accident investigation, and sensitivity training.
- vi. Bus maintenance policies, procedures staffing and experience in fleet maintenance comparable to WRTA's present fleet.
- vii. Scheduling and dispatching particularly using the aforementioned CAD/AVL technology.
- viii. Labor relations and personnel management (a list should be submitted of unions representing the employees of properties previously managed by the contractor).
- ix. Use of automated management tools and business management systems.
- x. National Transit Database (NTD) accounting and reporting procedures.

- xi. Describe how the Proposer will assist WRTA to lower operating costs and/or improve system efficiencies.
- xii. Describe the plan for mobilization and installation of the proposed management team for the start date of this contract.

3.4 Contract

A copy of the form of management contract is attached hereto as **EXHIBIT I**. Proposals must reflect the terms and conditions of the form of contract and Proposers must note any exceptions to its terms in the proposal.

SECTION 4. STANDARD TERMS AND CONDITIONS

4.1 Invoicing

The WRTA will only pay by original invoice. The WRTA will not authorize and does not participate in funding payments to a contractor prior to the incurrence of costs. Progress payments may be authorized provided the following requirements are followed:

- Progress payments are only made to the contractor for costs incurred in the performance of the contract
- When progress payments are used, the WRTA must obtain title to property (materials, equipment, etc.) for which progress payments are made

4.2 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and proper venue for legal action regarding the Contract shall be WRTA.

4.3 Taxes, Charges and Extras

The WRTA is exempt from all federal excise taxes, including tax on transportation and Massachusetts's sales tax. Price(s) quoted to the WRTA shall not include said taxes. Upon request the WRTA will furnish the Contractor with a tax exemption certificate.

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the WRTA unless expressly included and itemized in the proposal.

4.4 Award

Unless the prospective proposer specifies otherwise in his / her proposal or the Request for Proposals states otherwise, the WRTA may accept any item or group of items of any proposal.

The WRTA reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.

A written Contract mailed, or otherwise furnished, to the awarded proposer within the time for acceptance specified, results in a binding contract without further action by either party. The

contract shall be interpreted, construed, and given in all respects according to the laws of the Commonwealth of Massachusetts.

All proposers must be registered on the System for Award Management (SAM), an official website of the U.S. government, online at www.sam.gov. There is no cost to use SAM, and registration to do business with the U.S. government is available directly through the SAM website. Proposers must also provide a DUNS number. **Firms not registered and active in the U.S. government's System for Award Management (SAM) by the award date will not be considered for this award.**

4.5 Alteration or Variation of Terms

It is mutually understood and agreed that no alteration or variation of the terms of this RFP or subsequent purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

4.6 Assignability

A contract is not assignable by Respondent either in whole or in part.

4.7 Compliance with Statute

The Proposer hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

4.8 Insurance Requirements

The selected firm must provide proof of availability of insurance for Employment Practices Liability of not less than \$3,000,000, of which reasonable cost shall be reimbursed by WRTA. The successful Proposer shall be required to obtain said insurance.

4.9 Warranty

The Proposer warrants to WRTA that the goods and / or services covered by this order will conform to the drawings, specifications, samples, descriptions and time provisions furnished by WRTA and will be of first class material and workmanship and free from defects; and WRTA reserves the right to cancel the unfilled portion of this order without liability to Proposer for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by WRTA; risk of loss before acceptance shall be on Proposer. Defective goods rejected by WRTA may without prejudice to any other legal remedy be held at Proposer's risk and returned to Proposer at Proposer's expense. Defects are not waived by acceptance of goods or by failure to notify Proposer thereof.

4.10 Federal Contract Clauses

The goods and / or services covered by this RFP are being funded in part with funds from the U.S. Department of Transportation, Federal Transit Administration, and the Massachusetts Department of Transportation. The enclosed Federal Contract Clauses apply to this procurement (**EXHIBIT F**) and will become a part of all resulting contracts. The enclosed

Required Certifications must be submitted with the proposal and will become part of all resulting contracts.

4.11 Davis-Bacon

The goods and / or services covered by this RFP are not subject to Davis-Bacon and related acts compliance.

4.12 Rights and Remedies of WRTA for Default

In the event any item furnished by the Proposer in the performance of the contract or purchase order should fail to conform to specifications therefore, or to the sample submitted by the Proposer with his / her bid, the WRTA may reject the same, and it shall thereupon become the duty of the Proposer to reclaim and remove the same, without expense to the WRTA, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the Proposer fail, neglect or refuse so to do the WRTA shall have the right to purchase on the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Proposer the difference between the prices named in the contract or purchase order and make the actual cost thereof to the WRTA. In the event the Proposer shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the WRTA to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

Cost of delivery of an item which does not meet specifications, will be the responsibility of the Proposer.

The rights and remedies of the WRTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

4.13 Severability

Should any part of the Contract or Purchase Order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract or Purchase Order which shall continue in full force and effect; provided that the remainder of the Contract or Purchase Order can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Limitation on Funding

The Contract for services resulting from this RFP will be subject to the contract between the WRTA and the availability of ongoing funds from the WRTA's funding sources. The Contract for this service is contingent upon receipt of these funds by the WRTA. In the event that funding from these sources is eliminated, or decreased, the WRTA reserves the right to terminate the Contract, or modify it accordingly.

4.15 Evaluation Results

Evaluation results will be made available for inspection electronically by contacting Nicholas Burnham at nburnham@therta.com.

4.16 DBE Objective / Policy Statement

The Worcester Regional Transit Authority (WRTA) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR § 26. The WRTA has received Federal financial assistance from the DOT and as a condition of receiving this assistance, the WRTA has signed an assurance that it will comply with 49 CFR § 26.

It is the policy of the WRTA to ensure that all contracts and procurements will be administered without discrimination on the basis of race, color, national origin, or sex. The WRTA ensures that Disadvantaged Business Enterprises (DBEs) shall have an equal opportunity to compete for and participate in DOT-assisted contracts. It is also our policy to:

1. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
2. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
3. To ensure that only firms that fully meet 49 CFR § 26 eligibility standards are permitted to participate as DBEs;
4. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
5. To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

The Grants and Compliance Manager has been designated as the DBE Liaison Officer (DBELO). The DBELO has direct, independent access to the Chief Executive Officer (Administrator) concerning DBE program matters. The DBELO is responsible for implementing all aspects of the WRTA DBE Program. The WRTA has adequate staff, (including procurement, finance, etc.), to administer the program in compliance with 49 CFR § 26.

WRTA has circulated this Policy Statement to its Advisory Board, throughout our organization, and to the DBE and non-DBE business communities that perform work on our DOT-assisted contracts. Distribution has been accomplished via our website www.therta.com, inclusion with procurement documents, and through outreach to community organizations.

**EXHIBIT A
PROSPECTIVE PROPOSER FACT SHEET**

Name of Contractor: _____

Contractor Tax ID#: ___ - _____

Contractor's License #: _____ Type: _____ (as applicable)

Contractor Does Business As: Individual Partnership Corporation
 Government Fiduciary Other_____

Contractor is a: Resident Non-Resident of Massachusetts

1) Are you or your firm authorized to business in Massachusetts? Yes No

2) Are you or your firm a certified DBE? Yes No

3) Is this a local business? Yes No

4) This firm has been in continuous business under the present name for _____ years.

5) Annual Gross Receipts of Firm less than \$500,000 \$500,000 - \$1,000,000
 \$1,000,000 - \$2,000,000 \$2,000,000 - \$5,000,000+

- End Exhibit A -

**EXHIBIT B
COST PROPOSAL FORM**

The undersigned respondent agrees to furnish all services which are subject to this RFP at the prices stated, and in conformance with all plans, specifications, requirements, conditions, and instructions of WRTA Request for Proposal # 2023-01.

In response to the WRTA Request for Proposal # 2023-01 for Transit Management Services, I offer the following price proposal:

<u>Services Provided</u>	<u>MANAGEMENT FEE</u> (On a per year basis)	
Fixed Route and Demand Response Managerial services (including ancillary services as provided for in RFP # 2023-01) as described in attached proposal	YEAR I	\$ _____
	YEAR II	\$ _____
	YEAR III	\$ _____
TOTAL COST OF 3-YEAR PROPOSAL		\$ _____

Note: The component elements of the Cost Proposal Form, including the proposed General Manager and any additional Management staff compensation, management support services, overhead rates, professional fees, and profit shall be itemized in the table below (Additional pages may be attached if needed.)

Price for option years, if exercised, will be negotiated between the parties.

	Year 1	Year II	Year III
General Manager Compensation	\$	\$	\$
Additional Proposed Staff Compensation (include add'l line for each proposed staff)	\$	\$	\$
Paratransit Brokerage and Customer Services	\$	\$	\$
Overhead	\$	\$	\$
Fringe Benefits	\$	\$	\$
Administrative Fees	\$	\$	\$
Other Fees (Please outline in detail)	\$	\$	\$
Profit	\$	\$	\$
Total (Annual) Fees	\$	\$	\$

The undersigned understands and agrees that if the within proposal is made conditional in any way, is other than an unequivocal offer to furnish, WRTA may regard the same as unresponsive if it, in its sole discretion, deems it in best interest to do so.

The undersigned further agrees to supply any evidence or certification of its existence, good standing or authorization to make this bid or enter into any contract resulting there from reasonable requests from WRTA and that its failure to supply the same shall render this bid unresponsive.

Respectfully Submitted:

Company

By Title

Business Address

- End Exhibit B -

**EXHIBIT C
CUSTOMER REFERENCES**

List and submit with this RFP three (3) customer references, preferably within the Commonwealth of Massachusetts, for whom the Proposer has furnished a similar service.

1. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

COMPANY ADDRESS: _____

2. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

COMPANY ADDRESS: _____

3. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

COMPANY ADDRESS: _____

- End Exhibit C -

**EXHIBIT D
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP

I, _____, am the
_____ of _____,
(Position / Title) (Company)

the party making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham RFP; and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham RFP, or that anyone shall refrain from bidding; that the proposer has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and, further, that the proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the Commonwealth of Massachusetts that the foregoing is true and correct:

(Date)

(Signature)

- End Exhibit D -

EXHIBIT E

CERTIFICATION AS TO PAYMENT OF STATE TAXES

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for the CONTRACTOR do hereby certify under the pains and penalties or perjury that said CONTRACTOR has complies with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

- End Exhibit E -

EXHIBIT F
FEDERAL CONTRACT CLAUSES

Federally Required and Other Model Contract Clauses
Applicability of Third Party Contract Clauses – Operations/Management/Subrecipients > \$100,000
(Excluding micro-purchases, and exceptions as noted within each clause)

1. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES
2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
3. ACCESS TO RECORDS AND REPORTS
4. CHANGES TO FEDERAL REQUIREMENTS
5. CIVIL RIGHTS LAWS AND REGULATIONS
6. INCORPORATION OF FTA TERMS
7. ENERGY CONSERVATION
8. TERMINATION
9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
10. VIOLATION AND BREACH OF CONTRACT
11. LOBBYING RESTRICTIONS
12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
13. FLY AMERICA
14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
15. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE AGREEMENTS
16. CHARTER SERVICE OPERATIONS
17. SCHOOL BUS OPERATIONS
18. SUBSTANCE ABUSE REGULATIONS
19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- 19d. PROMPT PAYMENT
20. RECYCLED PRODUCTS
21. AMERICANS WITH DISABILITIES ACT (ADA)
22. SAFE OPERATION OF MOTOR VEHICLES

23. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
24. NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES - *Applies to All Contracts*

The WRTA 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 WRTA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Applies to All Procurements
49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

3. ACCESS TO RECORDS AND REPORTS - *Applies to All Procurement Types*

49 U.S.C. § 5325(g)
2 C.F.R. § 200.333
49 C.F.R. part 633

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents,

reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

4. FEDERAL CHANGES – *Applies to all Contracts*

49 CFR Part 18

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

5. CIVIL RIGHTS LAWS AND REGULATIONS – *Applies to All Procurement Types*

Civil Rights and Equal Opportunity – The WRTA is an Equal Opportunity Employer. As such, the WRTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the WRTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS – *Applies to all Contracts*

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

7. ENERGY CONSERVATION – *Applies to All Procurements*

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

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.

8. TERMINATION – *Applies to all contracts >\$10,000 if 49 CFR part 18 applies*

2 C.F.R. § 200.339
2 C.F.R. part 200, Appendix II (B)

Termination for Convenience (General Provision)

The WRTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the WRTA’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 WRTA to be paid the Contractor. If the Contractor has any property in its possession belonging to WRTA, the Contractor will account for the same, and dispose of it in the manner WRTA directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the WRTA may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the WRTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the WRTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The WRTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to WRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from WRTA setting forth the nature of said breach or default, WRTA shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that WRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by WRTA shall not limit WRTA's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The WRTA, by written notice, may terminate this contract, in whole or in part, when it is in the WRTA's interest. If this contract is terminated, the WRTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the WRTA may terminate this contract for default. The WRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the WRTA may terminate this contract for default. The WRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of WRTA goods, the Contractor shall, upon direction of the WRTA, protect and preserve the goods until surrendered to the WRTA or its agent. The Contractor and WRTA

shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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 provision of this contract, WRTA may terminate this contract for default. The WRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the WRTA 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 WRTA 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 WRTA in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be 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 WRTA, acts of another contractor in the performance of a contract with WRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies WRTA in writing of the causes of delay. If, in the judgment of WRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of WRTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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 WRTA.

Termination for Convenience or Default (Architect and Engineering)

The WRTA may terminate this contract in whole or in part, for the WRTA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The WRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the WRTA's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. WRTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

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

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

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

Termination for Convenience or Default (Cost-Type Contracts)

The WRTA may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of WRTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the WRTA, or property supplied to the Contractor by the WRTA. If the termination is for default, the WRTA may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the WRTA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of WRTA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the WRTA determines that the Contractor has an excusable reason for not performing, the WRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION – *Applies to All Contracts >\$25,000*

2 C.F.R. part 180
2 C.F.R. part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or WRTA to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the WRTA. If it is later determined by the WRTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the WRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SEE PAGE 44 FOR DEBARMENT AND SUSPENSION CERTIFICATION

10. VIOLATION AND BREACH OF CONTRACT – *Applies to all Contracts >\$100,000*

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the WRTA - The WRTA shall have the following rights in the event that the WRTA deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as WRTA for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the WRTA, the Contractor expressly agrees that no default, act or omission of the WRTA shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the WRTA directs Contractor to do so) or to suspend or abandon performance.

Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the WRTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the WRTA takes action contemplated herein, the WRTA will provide the Contractor with sixty (60) days written notice that the WRTA considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes - Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WRTA's Administrator. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. 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 Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is

expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the WRTA's direction or decisions made thereof.

Performance during Dispute - Unless otherwise directed by WRTA, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the WRTA 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 WRTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the WRTA 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.

11. LOBBYING RESTRICTIONS – *Applies to All Contracts >\$100,000*

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any WRTA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

SEE PAGE 45 FOR LOBBYING RESTRICTIONS CERTIFICATION

12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT – *Applies to All Procurement*

Types >\$100,000

42 U.S.C. §§ 7401 – 7671q
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. FLY AMERICA – *Applies to All Procurements involving foreign transport or travel by air*

49 U.S.C. § 40118
41 C.F.R. part 301-10
48 C.F.R. part 47.4

Fly America Requirements

a) Definitions. As used in this clause—

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, WRTAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation. (End of Clause)

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT –Applies to Contracts >\$100,000

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 therefor 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 Worcester Regional Transit Authority 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.

5. Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contract shall maintain records which show that the commitment to provide such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

15. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) (“13(c)”)
29 C.F.R. part 215

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification: Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty: When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements: The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

16. CHARTER SERVICE OPERATIONS

49 U.S.C. 5323(d) and (r)
49 C.F.R. part 604

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that WRTA and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- (1) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- (2) FTA regulations, “Charter Service,” 49 C.F.R. part 604;
- (3) Any other federal Charter Service regulations; or
- (4) Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- (1) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- (2) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- (3) Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

17. SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f)
49 C.F.R. part 605

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- (1) Federal transit laws, specifically 49 U.S.C. § 5323(f);
- (2) FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- (3) Any other federal School Bus regulations; or
- (4) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- (1) Bar the Contractor from receiving Federal assistance for public transportation; or
- (2) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

18. DRUG AND ALCOHOL TESTING

49 U.S.C. § 5331
49 C.F.R. Parts 653 and 654

DRUG AND ALCOHOL TESTING: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations of the WRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before June 1st and to submit the Management Information Systems (MIS) reports before February 28th to the WRTA designated official. To certify compliance, the contractor shall use "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) – *Applies to All Procurement Types* 49 C.F.R. part 26

The following contract clause is required in all DOT-assisted prime and subcontracts:

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 WRTA's overall goal for DBE participation is 1.22%.

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 WRTA deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

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

19d. **PROMPT PAYMENT** - 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 WRTA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

20. RECYCLED PRODUCTS – *Applies to Operations/Management/Subrecipients; Construction; Materials and Supplies Procurements – EPA Selected Items > \$10,000 Annually*

42 U.S.C. § 6962
40 C.F.R. part 247
2 C.F.R. part § 200.322

Recovered Materials - The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

21. AMERICANS WITH DISABILITIES ACT (ADA)

ADA Access - This requirement applies to contracts for Architectural and Engineering Services. The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

22. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402
Executive Order No. 13043
Executive Order No. 13513
U.S. DOT Order No. 3902.10

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or WRTA.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

23. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – *Applies to All Procurements*

2 CFR 200.216

The contractor is prohibited from obligating or expending Federal funds to:

1. Procure or obtain
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, “covered telecommunications equipment or services” is:
 - a. Telecommunications equipment provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The contractor shall not provide covered telecommunications equipment or services in the performance of this contract.

24. NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS – *Applies to All Contracts in excess of \$25,000*
FTA Master Agreement §39(b)

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Worcester Regional Transit Authority (WRTA), which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the WRTA is located. The Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum

for any reason.

- Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement between the FTA and the WRTA, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the WRTA, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the WRTA is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with the WRTA involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

WORCESTER REGIONAL TRANSIT AUTHORITY

60 Foster Street, Worcester, MA 01608
Phone: (508) 791-2389 Fax: (508) 752-1676

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Applies to All Contracts >\$25,000

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the WRTA. If it is later determined by the WRTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the WRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

WORCESTER REGIONAL TRANSIT AUTHORITY

60 Foster Street, Worcester, MA 01608
Phone: (508) 791-2389 Fax: (508) 752-1676

LOBBYING RESTRICTIONS

Applies to All Contracts >\$100,000

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of WRTA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subWRTAs shall certify and disclose accordingly.

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

EXHIBIT G PROTEST PROCEDURES

The following Bid Protest Procedures apply to Federal Transit Administration (FTA) assisted procurements that are competitively solicited. Interested parties must adhere to the following procedures. A protest will be processed in the time frames and structure specified below.

A. PRIOR TO OFFER OPENING

1. Protests concerning a procurement (by a prime contractor or an adversely affected subcontractor) must be in writing and received by WRTA not less than five (5) working days before offer opening unless a different deadline is established in the procurement documents.
2. Upon receipt of that protest, the Administrator will determine if the offer opening should be postponed. If offer opening is postponed, WRTA will notify all prime contractors and subcontractors who have been furnished a copy of the specifications that a protest has been filed and that offer opening is postponed until WRTA has issued its decision. Appropriate addenda will be issued rescheduling offer opening.
3. Any protest to WRTA may be withdrawn at any time before WRTA has issued its decision.
4. WRTA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

B. AFTER OFFER OPENING

1. Protests received after an offer opening will be considered only if it concerns an issue, procedure, or other matter that could not have been protested by an offeror prior to the opening. The protest must be in writing and be received by WRTA at least three (3) working days before the conditional award of a contract by the WRTA.
2. Upon receipt of the protest, the Administrator will immediately determine if the award of the contract should be postponed. If it is postponed, WRTA will notify all offerors that a protest has been filed and that award of the contract is postponed until WRTA has issued its decision.
3. A protest to WRTA may be withdrawn at any time before WRTA has issued its decision.
4. WRTA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further

evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

C. AFTER AWARD

1. Protests received after an award has been made will be considered only if it concerns an issue, procedure or other matter that could not have been protested by an offeror after the opening. The protest must be in writing and received by the WRTA three (3) working days before the execution of the resulting contract.
2. Upon receipt of the protest, the Administrator will immediately determine if the execution of the contract should be postponed. If it is postponed, WRTA will notify all offerors that a protest has been filed and that execution of the contract is postponed until WRTA has issued its decision.
3. A protest to WRTA may be withdrawn at any time before WRTA has issued its decision.
4. WRTA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

D. APPEALS

1. Except as provided above, there are no further administrative appeals available. In certain circumstances judicial remedies may be available to aggrieved parties.

The WRTA will consider all written protests made within the timelines stated in this policy. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

- Name, address, and telephone number of protestor.
- Solicitation or contract name and/or number.
- A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
- A statement of relief requested.

Protests are to be filed by certified mail, return receipt requested or by personal deliver by 4:30 pm on or before the due date at:

Administrator
Worcester Regional Transit Authority
60 Foster Street
Worcester, MA 01608

If protests are filed by personal delivery, the protestor must obtain a time-stamped copy of the protest from the WRTA's Administration Office as proof of the date and time of the filing of the protest. It is the Protester's sole responsibility to provide said copy at the time of filing.

- End Exhibit G -

**EXHIBIT H
FLEET ROSTER**

**Worcester Regional Transit Authority
Rolling Stock - Motor Bus Inventory**

<u>No.</u>	<u>WRTA ID</u>	<u>Mfg Year</u>	<u>In Service Date</u>	<u>Make</u>	<u>Model</u>	<u>Size</u>	<u>Type</u>	<u>Operator</u>	<u>Maintained</u>	<u>Current Age Years</u>
1	8401	2008	06/27/08	Gillig	Low Floor	40	D	CMTM	CMTM	14.25
2	8402	2008	07/29/08	Gillig	Low Floor	40	D	CMTM	CMTM	14.17
3	8403	2008	07/31/08	Gillig	Low Floor	40	D	CMTM	CMTM	14.17
4	8404	2008	08/01/08	Gillig	Low Floor	40	D	CMTM	CMTM	14.08
5	8405	2008	08/01/08	Gillig	Low Floor	40	D	CMTM	CMTM	14.08
6	8406	2008	08/04/08	Gillig	Low Floor	40	D	CMTM	CMTM	14.08
7	9409	2010	03/05/10	Gillig	Low Floor	40	D	CMTM	CMTM	12.50
8	9410	2010	03/05/10	Gillig	Low Floor	40	D	CMTM	CMTM	12.50
9	9411	2010	03/09/10	Gillig	Low Floor	40	D	CMTM	CMTM	12.50
10	9407	2010	03/16/10	Gillig	Low Floor	40	H	CMTM	CMTM	12.50
11	9414	2010	03/16/10	Gillig	Low Floor	40	D	CMTM	CMTM	12.50
12	9415	2010	03/16/10	Gillig	Low Floor	40	D	CMTM	CMTM	12.50
13	9408	2010	03/22/10	Gillig	Low Floor	40	H	CMTM	CMTM	12.50
14	2350	2012	03/15/12	Gillig	Low Floor	35	D	CMTM	CMTM	10.50
15	2351	2012	03/15/12	Gillig	Low Floor	35	D	CMTM	CMTM	10.50
16	2352	2012	03/15/12	Gillig	Low Floor	35	D	CMTM	CMTM	10.50
17	2353	2012	03/15/12	Gillig	Low Floor	35	D	CMTM	CMTM	10.50
18	2354	2012	03/15/12	Gillig	Low Floor	35	H	CMTM	CMTM	10.50
19	2355	2012	03/15/12	Gillig	Low Floor	35	H	CMTM	CMTM	10.50
20	2417	2012	03/15/12	Gillig	Low Floor	40	D	CMTM	CMTM	10.50
21	3360	2013	10/07/13	Gillig	Low Floor	35	D	CMTM	CMTM	8.92
22	3361	2013	10/07/13	Gillig	Low Floor	35	D	CMTM	CMTM	8.92
23	3362	2013	10/07/13	Gillig	Low Floor	35	D	CMTM	CMTM	8.92
24	3356	2013	10/11/13	Gillig	Low Floor	35	H	CMTM	CMTM	8.92
25	3363	2013	10/11/13	Gillig	Low Floor	35	D	CMTM	CMTM	8.92
26	3419	2013	10/11/13	Gillig	Low Floor	40	H	CMTM	CMTM	8.92
27	3420	2013	10/11/13	Gillig	Low Floor	40	H	CMTM	CMTM	8.92
28	3421	2013	10/11/13	Gillig	Low Floor	40	H	CMTM	CMTM	8.92
29	3364	2013	10/17/13	Gillig	Low Floor	35	D	CMTM	CMTM	8.92
30	3357	2013	12/10/13	Gillig	Low Floor	35	H	CMTM	CMTM	8.75
31	3358	2013	12/10/13	Gillig	Low Floor	35	H	CMTM	CMTM	8.75
32	3422	2013	12/10/13	Gillig	Low Floor	40	H	CMTM	CMTM	8.75
33	3423	2013	12/10/13	Gillig	Low Floor	40	H	CMTM	CMTM	8.75
34	3424	2013	12/10/13	Gillig	Low Floor	40	H	CMTM	CMTM	8.75

**EXHIBIT H
FLEET ROSTER**

**Worcester Regional Transit Authority
Rolling Stock - Motor Bus Inventory**

<u>No.</u>	<u>WRTA ID</u>	<u>Mfg Year</u>	<u>In Service Date</u>	<u>Make</u>	<u>Model</u>	<u>Size</u>	<u>Type</u>	<u>Operator</u>	<u>Maintained</u>	<u>Current Age Years</u>
35	3359	2013	12/16/13	Gillig	Low Floor	35	H	CMTM	CMTM	8.75
36	4425	2015	06/27/14	Gillig	Low Floor	40	H	CMTM	CMTM	8.25
37	9365	2019	05/14/19	Gillig	Low Floor	35	D	CMTM	CMTM	3.33
38	9366	2019	05/14/19	Gillig	Low Floor	35	D	CMTM	CMTM	3.33
39	1367	2020	01/06/21	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	1.67
40	1368	2020	01/06/21	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	1.67
41	1369	2020	01/06/21	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	1.67
42	1370	2020	01/06/21	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	1.67
43	1371	2020	01/06/21	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	1.67
44	1372	2021	08/24/21	Gillig	Low Floor	35	D	CMTM	CMTM	1.08
45	1373	2021	08/24/21	Gillig	Low Floor	35	D	CMTM	CMTM	1.08
46	1374	2021	08/24/21	Gillig	Low Floor	35	D	CMTM	CMTM	1.08
47	1375	2021	08/24/21	Gillig	Low Floor	35	D	CMTM	CMTM	1.08
48	1376	2021	08/24/21	Gillig	Low Floor	35	D	CMTM	CMTM	1.08
49	1377	2021	08/24/21	Gillig	Low Floor	35	D	CMTM	CMTM	1.08
50	2378	2022	07/02/22	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	0.17
51	2379	2022	07/05/22	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	0.17
52	2380	2022	07/05/22	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	0.17
53	2381	2022	07/05/22	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	0.17
54	2382	2022	07/05/22	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	0.17
55	2383	2022	07/05/22	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	0.17
56	2384	2022	07/05/22	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	0.17
57	2385	2022	07/05/22	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	0.17
58	2386	2022	07/05/22	Gillig	TRANSIT BUS	35	D	CMTM	CMTM	0.17
Average Age:										7.07

**EXHIBIT H
FLEET ROSTER**

**Worcester Regional Transit Authority
Rolling Stock - Demand Response Inventory**

<u>No.</u>	<u>WRTA ID</u>	<u>Mfg Year</u>	<u>In Service Date</u>	<u>Make</u>	<u>Model</u>	<u>Type</u>	<u>Operator</u>	<u>Maintained</u>	<u>Current Age Years</u>
1	1537	2016	11/17/15	FORD	E350	E	CMTM	CMTM	6.83
2	1538	2016	11/17/15	FORD	E350	E	COA - Clinton	CMTM	6.83
3	1544	2016	11/17/15	FORD	CUTVAN	E2	CMTM	CMTM	6.83
4	1545	2016	11/13/15	FORD	E350	E2	CMTM	CMTM	6.83
5	1546	2016	11/17/15	FORD	CUTVAN	E2	CMTM	CMTM	6.83
6	1549	2016	11/17/15	FORD	CUTVAN	E2	CMTM	CMTM	6.83
7	1550	2016	11/17/15	FORD	CUTVAN	E2	COA-Northborough	CMTM	6.83
8	1551	2016	11/17/15	FORD	CUTVAN	E	CMTM	CMTM	6.83
9	1552	2016	11/17/15	FORD	CUTVAN	E	Elderbus - Charlton	O'Malley	6.83
10	1553	2016	11/17/15	FORD	CUTVAN	E	Elderbus - Charlton	O'Malley	6.83
11	664	2014	05/13/16	FORD	MVI	A	Elderbus - Charlton	O'Malley	6.33
12	1652	2016	07/29/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	6.17
13	1653	2016	07/29/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	6.17
14	1654	2016	07/29/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	6.17
15	1655	2016	07/29/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	6.17
16	1656	2016	07/29/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	6.17
17	1657	2016	11/28/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	5.83
18	1658	2016	11/28/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	5.83
19	1659	2016	11/28/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	5.83
20	1660	2016	11/28/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	5.83
21	1661	2016	11/28/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	5.83
22	1662	2016	11/28/16	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	5.83
23	1863	2018	10/01/18	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	3.92
24	1864	2018	10/01/18	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	3.92
25	1865	2018	10/01/18	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	3.92
26	1866	2018	10/01/18	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	3.92
27	1867	2018	10/01/18	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	3.92
28	1968	2019	07/10/19	FORD	ECONOLINE	E	COA - Oxford	CMTM	3.17
29	1969	2019	07/10/19	FORD	E350	E	COA - Auburn	CMTM	3.17
30	1971	2019	07/10/19	FORD	ECONOLINE	E2	CMTM	CMTM	3.17
31	1972	2019	07/10/19	FORD	ECONOLINE	E2	CMTM	CMTM	3.17
32	1973	2019	07/10/19	FORD	E350	E2	CMTM	CMTM	3.17
33	1974	2019	07/10/19	FORD	ECONOLINE	E2	CMTM	CMTM	3.17
34	1975	2019	07/10/19	FORD	E350	E2	CMTM	CMTM	3.17

**EXHIBIT H
FLEET ROSTER**

**Worcester Regional Transit Authority
Rolling Stock - Demand Response Inventory**

<u>No.</u>	<u>WRTA ID</u>	<u>Mfg Year</u>	<u>In Service Date</u>	<u>Make</u>	<u>Model</u>	<u>Type</u>	<u>Operator</u>	<u>Maintained</u>	<u>Current Age Years</u>
35	1976	2019	07/10/19	FORD	ECONOLINE	E2	CMTM	CMTM	3.17
36	1977	2019	07/10/19	FORD	ECONOLINE	E2	CMTM	CMTM	3.17
37	2178	2021	10/21/20	FORD	ECONOLINE	E	COA - Auburn	CMTM	1.92
38	2179	2021	10/21/20	FORD	ECONOLINE	E	COA - Holden	CMTM	1.92
39	2180	2021	10/21/20	FORD	ECONOLINE	E	COA - W Boylston	CMTM	1.92
40	2181	2021	10/21/20	FORD	ECONOLINE	E	COA - Shrewsbury	CMTM	1.92
41	2182	2021	10/21/20	FORD	ECONOLINE	E	COA - Grafton	CMTM	1.92
42	2183	2021	10/21/20	FORD	ECONOLINE	E	COA - Leicester	CMTM	1.92
43	2184	2021	10/21/20	FORD	ECONOLINE	E	COA - Northborough	CMTM	1.92
44	2185	2021	10/21/20	FORD	ECONOLINE	E	COA - Northborough	CMTM	1.92
45	2186	2021	10/21/20	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	1.92
46	2187	2021	10/21/20	FORD	ECONOLINE	E	Elderbus - Charlton	O'Malley	1.92
47	2188	2021	10/21/20	FORD	ECONOLINE	E2	Friends of Millbury	CMTM	1.92
48	2189	2022	10/05/21	FORD	ECONOLINE	E2	CMTM	CMTM	0.92
49	2190	2022	10/05/21	FORD	ECONOLINE	E2	CMTM	CMTM	0.92
50	2191	2022	10/05/21	FORD	ECONOLINE	E2	CMTM	CMTM	0.92
51	2192	2022	10/05/21	FORD	ECONOLINE	E2	CMTM	CMTM	0.92
52	2193	2022	10/05/21	FORD	ECONOLINE	E2	CMTM	CMTM	0.92
53	2194	2022	10/05/21	FORD	ECONOLINE	E2	CMTM	CMTM	0.92
54	2195	2022	10/05/21	FORD	ECONOLINE	E2	Friends of Millbury	CMTM	0.92
55	2196	2022	10/01/21	FORD	ECONOLINE	E2	COA - Shrewsbury	CMTM	0.92
56	2197	2022	10/05/21	FORD	ECONOLINE	E	CMTM	CMTM	0.92
57	2198	2022	10/05/21	FORD	ECONOLINE	E	COA - Clinton	CMTM	0.92

Average Age 3.84

E = Single Rear Wheel
E2 = Dual Rear Wheel

**EXHIBIT H
FLEET ROSTER**

**Worcester Regional Transit Authority
Rolling Stock - Support Vehicle Inventory**

<u>No.</u>	<u>WRTA ID</u>	<u>Mfg Year</u>	<u>In Service Date</u>	<u>Make</u>	<u>Model</u>	<u>Operator</u>	<u>Maintained</u>	<u>Current Age Years</u>
<u>Support Vehicles</u>								
1	10	2002	07/10/02	GMC	SIERRA / Dump	CMTM	CMTM	20.17
2	14	2008	09/07/07	FORD	F350 PICK-UP	CMTM	CMTM	15.00
3	16	2011	07/16/10	FORD	F450 / Svc Trk	CMTM	CMTM	12.17
4	670	2012	12/09/11	FORD	ESCAPE	SCM Elderbus	O'Malley	10.75
5	18	2015	07/01/15	FORD	F550 DUMP	CMTM	CMTM	7.17
6	654	2016	01/13/16	FORD	EXPLORER	CMTM	CMTM	6.67
7	671	2016	01/13/16	FORD	EXPLORER	CMTM	CMTM	6.67
8	623	2018	07/17/18	FORD	EXPLORER	CMTM	CMTM	4.17
9	644	2018	06/29/18	FORD	EXPLORER	WRTA	CMTM	4.25
10	983	2019	07/10/19	FORD	ESCAPE	PBSTM	CMTM	3.17
Average Age								9.02

- End Exhibit H -

**EXHIBIT I
SAMPLE AGREEMENT**

**WORCESTER REGIONAL TRANSIT AUTHORITY
TRANSIT MANAGEMENT SERVICES CONTRACT**

AGREEMENT made this day of _____ and effective as of, by and between _____, a Massachusetts corporation established and existing having its principal place of business in Worcester, Massachusetts (hereinafter called the "CONTRACTOR"), and the Worcester Regional Transit Authority, (hereinafter called "WRTA"), a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts established under the provisions of Chapter 1141 of the Acts of 1973 as amended embodied as MGL Chapter 161B (hereinafter called "Chapter 161B"). In consideration of the mutual agreements herein contained, the parties hereto hereby agree as follows:

ARTICLE 1.

The term of this Agreement shall be for _____ commencing on_____ and terminating on_____. Notwithstanding the foregoing, WRTA shall have the right to terminate this agreement for good cause, for lack of funding for the transit system or for convenience. If WRTA elects to terminate the agreement for good cause, WRTA shall notify the CONTRACTOR in writing setting forth the cause for termination and shall give the CONTRACTOR at least 90 days' notice. In the event that WRTA terminates the contract for the lack of funding of the transit system, it will give the CONTRACTOR 90 days' notice prior to said termination. In the event the termination is for lack of funding to the transit system, it is agreed and understood that WRTA shall not continue to operate its transit system without the service of the CONTRACTOR as required by the terms of this agreement. WRTA shall have the sole and exclusive right to extend any options related to this contract.

A. Termination For Convenience. WRTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. 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 WRTA; the Contractor will account for the same and dispose of it in the manner that WRTA directs.

In the event WRTA terminates the Agreement for convenience, it shall give 90 days' notice. Further, in the event that WRTA terminates the Agreement for convenience, the amount of contract damages shall be determined by submission to the American Arbitration Association for arbitration in accordance with Article X(A). The payment provisions of this paragraph shall be determined to include all necessary and reasonable contract closeout costs and any necessary and reasonable fees

for work performed up to the time of termination.

B. Termination for Default. If the CONTRACTOR does not deliver supplies or services in accordance with the Contract or if CONTRACTOR fails to perform in the manner called for in the Contract, or if the CONTRACTOR fails to comply with any other provisions of the Contract, WRTA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the Contract price for services delivered and accepted.

If it is later determined by WRTA that the CONTRACTOR has an excusable reason for not performing, such as strike, fire or flood or other events which are not the fault of or are beyond the control of the CONTRACTOR, WRTA, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue to work, or treat the termination as a termination of convenience.

ARTICLE II.

A. The CONTRACTOR agrees to operate a mass transportation service for WRTA in accordance with the provisions of Chapter 161B and all other applicable laws and regulations in and to such geographic areas and places as WRTA has a right and obligation to provide such service.

B. To operate such service as generally described within this RFP and identified by WRTA in its published brochures for both fixed route and paratransit services.

C. The operation of such routes and services other than those described in this article as may from required from time to time by WRTA, provided that any such additional routes and services or changes in routes or levels of service can be implemented with the equipment and mass transportation facilities made available to the CONTRACTOR by WRTA.

D. In the event that the equipment and mass transportation facilities made available to the CONTRACTOR by WRTA shall be inadequate to permit the CONTRACTOR to simultaneously perform all of its obligations hereunder, the CONTRACTOR shall abide by such orders of priority as may from time to time be established by WRTA.

E. WRTA retains the right to determine the levels of service, fares, hours of operation, schedules for fixed route and paratransit service and determination of policies related to the delivery of public mass transportation service including parking within the WRTA region.

F. WRTA retains the right to contract with other qualified providers as it deems in its best interest provided it is compliant with all federal and state regulatory requirements and commitments.

G. Independent Contractor. CONTRACTOR is an independent contractor and except as is contained in this Agreement an express provision limiting the rights or discretion of CONTRACTOR, all rights, functions and prerogatives of the management of CONTRACTOR formerly exercised or exercisable by CONTRACTOR remain vested exclusively in CONTRACTOR management. Without limiting the generality of the foregoing, CONTRACTOR reserves to itself the right to manage its business; to decide the number and location of its places of business; to decide all equipment and tools to be used; to decide the method and manner of operation; to determine hours, schedules, and assignments of work and work tasks; to determine the starting and quitting times; to require reasonable overtime; to maintain order and efficiency in its operation; to hire, lay off transfer and promote employees; to determine the qualification and competency of employees; to require reasonable standard of performance; to direct the workforce; to determine and redetermine job content; to make and enforce such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of its business; to discipline, demote and discharge employees.

ARTICLE III.

The CONTRACTOR further covenants and agrees as follows:

A. The CONTRACTOR will maintain such records of its operations, maintenance and financial activity in such form and in such manner as WRTA may from time to time require. The CONTRACTOR shall submit to WRTA a monthly financial statement of activity and other reports required by WRTA no later than the 15th of each month covering the activity of the previous month.

B. Information and Reports. Authorized officials of WRTA, its member communities, the Commonwealth of Massachusetts, or the United State of America will be permitted to inspect and audit the books and records maintained by CONTRACTOR, provided only that such inspection or audit must be conducted within the normal working hours and at the place where such books and records are conveniently maintained. CONTRACTOR agrees that it will cooperate to the fullest extent possible to assist auditors employed by WRTA to complete the annual audit and to comply with all reasonable requests and recommendations of said auditors. The CONTRACTOR will be required to confirm certain representations to WRTA in conjunction with WRTA's annual audit substantially similar to the representation letter attached hereto requiring two signatures. In the event of the termination of this Agreement before expiration of its term, CONTRACTOR shall furnish complete and final copy of all such records and accounts.

The CONTRACTOR shall provide necessary reports that may be required by WRTA, its funding partners, regulatory agencies WRTA as may be required in its oversight role and for the purpose of fulfilling its responsibility in the provision of public mass transportation service. The

CONTRACTOR shall assist WRTA to the extent practicable, in compiling such additional data relative to operations as may be useful in transportation planning and programming.

CONTRACTOR shall meet with WRTA on a monthly basis to review CONTRACTOR'S to review financial performance budget to actual forecasting, general ledger, accounts payable detail and accounts receivable detail.

C. The CONTRACTOR will not, directly or indirectly, unreasonably increase the wages, salary, benefits, or other remuneration of any of its employees (other than employees who are also corporate officers) from current amounts and levels in force as of the effective date of this agreement. This paragraph shall not limit any of the CONTRACTOR'S obligations under applicable law, or existing and effective collective bargaining agreements.

D. The CONTRACTOR will not hire additional administrative employees, so as to increase the number of such employees beyond the number employed at the effective date of this agreement without the written approval of WRTA. Notwithstanding the foregoing, CONTRACTOR may hire such additional drivers and mechanics as may be reasonably required to carry out the provisions of this agreement.

E. The CONTRACTOR will not enter into any contracts for the performance of any labor or services, or the supply of any materials, parts or equipment other than the contracts in force at the effective date of this agreement, without the written approval of WRTA.

ARTICLE IV.

CONTRACTOR agrees that for and in consideration of being reimbursed in the manner herein provided, it will perform for WRTA all services necessary and incidental to the doing and performing of the following acts and things, to wit:

A. Budget. CONTRACTOR shall prepare financial projections and annual budgets that shall contain such detail and supporting documentation as may be required by WRTA. The CONTRACTOR'S annual operating budget shall not be effective unless and until it is approved by WRTA's Advisory Board.

B. Accounting and Statistics. CONTRACTOR shall maintain all its corporate and financial records in a manner enabling the preparation and rendering of all reports and statistics required by WRTA in the conduct of its business as it more specifically relates to WRTA receiving maximum financial reimbursement at both the State and Federal levels, including the necessary data for the support of all Federal applications and reports required by WRTA.

C. Revenues. The CONTRACTOR acknowledges that all revenues generated and received as a result of the provision of public mass transportation service and any other related activities under this Agreement including but not limited to: claims reimbursements, return of dividends for self-funded programs, property disposition, and any and all incidental and auxiliary revenues generated utilizing any and all assets of WRTA are the sole property of WRTA. Revenues are to be directly deposited in a WRTA account in accordance with WRTA's instructions.

D. Expenses. WRTA will only reimburse those expenses that are necessary and reasonable for the efficient and effective delivery of service specifically related to this Agreement.

E. Internal Controls. The CONTRACTOR shall document and maintain a system of internal controls that protect WRTA's assets, revenues and information ensuring appropriate separation of duties.

F. Procurement. In an effort to achieve a minimum burden on the Commonwealth, the municipalities constituting the Authority and the Federal Government, the CONTRACTOR agrees:

1. to act as an agent for WRTA in the lease or purchase of goods and services for use in the transit system pursuant to this Agreement only and is hereby authorized to utilize the WRTA tax exempt status for that purpose only,
2. that all purchases of materials shall be made only after CONTRACTOR has obtained three (3) bids, where possible, on the item to be purchased. While these bids may be informal, (a telephone quote or a handwritten notation on the vendor's sales slip are satisfactory) , WRTA retains the right to refuse to pay for any item for which CONTRACTOR has failed to attempt to obtain three bids, where possible; provided, however, that CONTRACTOR may make purchased without going to bid when the item to be purchased can only be obtained from a single source; or in an emergency situation; or when the purchase is for less than \$2,500.00; or when WRTA has previously approved a specific purchase. It is understood, however, that CONTRACTOR is responsible to make all purchase in the most efficient method possible and to determine that prices are fair and reasonable.

G. Audit and Inspection of Records. The Contractor shall permit the authorized representatives of WRTA, the U.S. Department of Transportation Federal Transit Administration and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the Contract until the expiration of three (3) years after final payment under this Contract.

H. Transportation. CONTRACTOR shall implement policy in the operation of transportation service, including the following functions as they may be necessary:

1. To advise WRTA related to the formulation of schedules
2. To advise and make recommendations related to headway frequencies
3. Conduct transportation checks
4. Assist WRTA in the conduction of surveys, such as passenger riding checks on all routes and passenger riding checks to determine the possibility of establishing additional routes or rearrangement of present routes.

I. Maintenance. CONTRACTOR shall recommend and implement policy for the direction, supervision and maintenance of the following:

1. Establishment, supervision and maintenance of general garage procedure.
2. Selection, training and general supervision of maintenance personnel.
3. Study of bus operations in service to ensure minimum requirements.
4. Recommendation as to the adequacy of the equipment for service to be performed.
5. Establishment of procedures for inspections of buses for mechanical and operational defects and efficient operation.
6. Implementation of general overall program consistent with cost controls.
7. All WRTA properties and facilities under its control.
8. Maintain all assets in accordance with manufacturer's warranty and maintenance specifications.
9. Comply with all federal requirements related to preventative maintenance requirements.
10. Develop and maintain a comprehensive maintenance plan for WRTA's acceptance and approval.

J. Personnel and Labor.

1. Direct and supervise employee relations and employee health program.
2. Handle labor relations pertaining to working agreements with Union employees.
3. Maintain working relationships between employees in the manner consistent with WRTA policy.
4. Conduct labor negotiating sessions as they pertain to the extension of labor agreements.
5. Process and hear all grievances and misunderstandings including, if necessary, final adjudication through arbitration in matters relating to the implementation of the terms of the labor agreement.
6. Direct and supervise Homeland Security training for all employees as requested by WRTA.

K. Purchasing, Stock Keeping and Records.

1. Direct and implement all major purchases for parts and supplies and services as they relate to the operation and major disbursements related thereto subject to reporting responsibilities to WRTA prior to the assumption of abnormal and unusual expenditures.
2. Direct and supervise the maintenance of adequate inventory records and systems to control receipts and distribution of parts and supplies.

L. Safety. Supervise and direct:

1. The establishment of an acceptable safety and security and loss prevention programs in accordance with Federal Transit Administration (FTA) guidelines and best practices protecting WRTA's and CONTRACTOR's employees, customers, assets and revenues. The safety program as it relates to individuals and all employees.
2. The conduct of safety meetings.
3. The conduct of safety campaigns.
4. The study of present safety equipment.
5. Research efforts to develop further devices to reduce hazards to safety.
6. Cooperating with local civic safety committees and commissions in an effort to reduce traffic hazards.

M. Insurance. The CONTRACTOR shall assist WRTA with the development of insurance specifications, the procurement of WRTA's comprehensive general liability and property damage, comprehensive automobile liability and property damage, employee dishonesty and other insurance as WRTA may specify protecting the assets, employees, revenues, and customers of WRTA. The CONTRACTOR shall be named as an additional insured as its interests may appear. The CONTRACTOR will obtain certificates of insurance from all subcontractors performing services (e.g., landscaping, cleaning) pursuant to this Agreement. CONTRACTOR shall be required to provide Employer Practices Liability Insurance in an amount not less than \$3,000,000 naming WRTA as an additional insured. The premium shall be an eligible reimbursable expense provided that it is reasonable. As an employer operating within the Commonwealth of Massachusetts, the CONTRACTOR shall be required to keep in force workers compensation and other mandated forms of insurance that may be required and changed from time to time.

N. Service Effectiveness and Efficiency. The CONTRACTOR shall cooperate with WRTA in the establishment of measurement criteria for the purpose of delivering service in an effective and efficient manner. The CONTRACTOR shall regularly report data to WRTA as may be reasonably required enabling WRTA to monitor the system performance in the areas of, but not limited to: safety, maintenance performance, customer service, operating productivity, efficiency and on-time performance and financial matters as it relates to this contract. Measurement Criteria will be used by WRTA to make policy decisions in the deployment of financial and physical resources for the

delivery of service to the WRTA region. The CONTRACTOR will participate in a study and review of performance measurement indicators with WRTA and in conjunction with WRTA will establish quantitative and qualitative criteria that will be used in monitoring the CONTRACTOR's performance. The criteria shall be established prior to _____ and may modify from time to time thereafter.

The CONTRACTOR shall cooperate with WRTA in establishing a customer service CONTRACTOR shall work with WRTA to reduce and eliminate the refusal rate for ADA service delivery to the physically and functionally challenged community.

O. Limited English Proficiency. The CONTRACTOR shall work cooperatively with WRTA to implement program(s) to reduce barriers to the transit system related to individuals who are not proficient in the English spoken and written language.

P. Public Relations and Advertising. Cooperate and furnish necessary and proper input for the implementation WRTA's public relations program by others. Said input shall be beyond operational data and will include, but not be limited to, the maintaining of personal contact with all City, Town and State Departments and regulatory commissions as it relates to permits, charters, and legislative activities. Responsibilities will further include the providing of the necessary operational data required for the conduct of WRTA's advertising campaign.

Q. Major Projects and Building Program. CONTRACTOR shall assist WRTA with the development of specifications and make recommendations concerning the purchase of rolling stock and the design, construction, or improvement of garages and shops, supply input for the development of contracts with respect thereto, and supervise and inspect with implementation of such programs and completion of such projects by full report to the WRTA.

R. Applicable Law and Regulations. It is expressly acknowledged by the parties that WRTA is a subdivision of the Commonwealth of Massachusetts that receives funding from local, state, and federal sources, and that all operations of WRTA and CONTRACTOR are subject to the relevant laws of the member municipalities of the Authority, the Commonwealth of Massachusetts, and the United States. It is further acknowledged by the parties that WRTA is now the grantee of certain Capital and Operating Grant contracts from the Federal Transit Administration, and is a party to certain contracts with the Commonwealth of Massachusetts. This Agreement shall be subject to those laws, grants, contracts, etc., and by any and all grants or contracts which WRTA shall hereafter enter into with any government agency during the term of this Agreement. CONTRACTOR agrees to comply with all current State and Federal Regulations and insure that CONTRACTOR and WRTA are in such compliance that the FTA certificate of assurances for the Federal fiscal years included in

this Contract (as from time to time amended) are able to be signed and certified.

ARTICLE V.

WRTA covenants and agrees as follows:

A. Beginning January 1, 2023 WRTA will pay to the CONTRACTOR the following fee:

January 1, 2023 through December 31, 2023	payable at the rate of \$ _____ per month
January 1, 2024 through December 31, 2024	payable at the rate of \$ _____ per month
January 1, 2025 through December 31, 2025	payable at the rate of \$ _____ per month

The management fee shall be paid in arrears due on the first day on the following month for which services were rendered. Each monthly installment shall be paid directly to the CONTRACTOR and shall not be included in the CONTRACTOR's monthly requisition or request for funds or within the statement of Income and Expenses. The management fee shall be paid in consideration of the CONTRACTOR performing and overseeing the services set forth in this Operating Agreement. All other charges above the fixed monthly fee must be approved by the WRTA Administrator in order to be an eligible reimbursable expense.

B. The compensation payable to the Resident Management Team shall be paid by the CONTRACTOR from the management fee referred to in ARTICLE V paragraph A above and shall not be considered to be an operating expense for the purpose of requesting an advance payment from WRTA for operating the system. The General Manager shall be entitled to reimbursement for all reasonable travel, lodging, food, and other expenses incurred by him/her, only with the prior written approval of the Administrator. The General Manager shall be eligible to participate in..... **(PROPOSERS MUST IDENTIFY OTHER BENEFIT COSTS ASSOCIATED WITH THE EMPLOY OF THE GENERAL MANAGER)**. WRTA may at its discretion, provide access to a vehicle for appropriate use consistent with WRTA's policies and practices.

ARTICLE VI. General Provisions.

A. The CONTRACTOR agrees it will assume no extraordinary cost obligations or make capital investments or disbursements related to its intrastate transportation operations without prior written approval of WRTA.

B. Any extraordinary expense items incurred by the CONTRACTOR but not approved by WRTA shall not be subject to cost revenue equalization and shall not be construed as being part of operating expenses.

C. The CONTRACTOR, over and above assuming the full operating responsibility connected with the implementation of WRTA'S public transportation development program, will cooperate in every way reasonable with WRTA'S staff in the preparation of all materials designed to assure WRTA the maximum of Federal and State assistance. The CONTRACTOR will further do all things legally ordered by WRTA without assuming financial responsibility unless reimbursed by WRTA to promote, develop and expand the qualitative and quantitative characteristics of the service provided within the existing service area. In general, the CONTRACTOR will do all things necessary to promote the well-being and success of WRTA in the performance of its purposes, functions, and operations as specified in Chapter 161B.

D. WRTA has the right of approval of the corporate officer of the CONTRACTOR who will be responsible for the discharge of the obligations of this Agreement. The Agreement cannot be assigned without WRTA's written approval.

E. Inspections. WRTA and authorized representatives of the U.S. DOT and the Commonwealth of Massachusetts Executive Office of Transportation and Administration shall have access to the site and shall have the right to inspect all work.

ARTICLE VII.

At the termination of the agreement or any renewal thereof, the parties agree that WRTA assumes no liabilities of the CONTRACTOR other than:

A. Purchase orders for materials ordered in the normal course of business by CONTRACTOR as yet not received or paid for by the CONTRACTOR.

B. The dollar value of all gasoline in storage in the CONTRACTOR'S localities in Worcester. Said dollar amount shall be determined by the taking of an actual inventory as of the date of the termination of the agreement and adjusted for the then current price per gallon of said gasoline.

C. The accrued vacation liability of the CONTRACTOR'S employees which will be assumed by WRTA or its designated operator.

D. Accrued or delayed charges which may have been incurred during the life of the Agreement by the CONTRACTOR, but for which the CONTRACTOR is not billed until after termination of the Agreement; these may include, but not be limited to, charges for workers compensation or bus liability insurance which are not billed until the termination of the policy, as well as final quarterly tax returns dealing with FICA and federal withholding taxes.

ARTICLE VIII. Labor Matters.

A. During the term of this Agreement the CONTRACTOR will fulfill all obligations as specifically outlined in the collective bargaining agreement presently existing or hereafter negotiated.

B. Should the CONTRACTOR cease to act as the Contractor for WRTA at the expiration of this Operating Agreement which provides for the full operating assistance to the CONTRACTOR, WRTA agrees to assume all present and future obligations under the terms of the labor agreement referred to herein and further agrees to accept the employment responsibility of all of the employees covered by said agreement, together with those employees of the supervisory and management group, other than corporate officers of the CONTRACTOR not covered by said labor agreement. WRTA reserves the right to assign said responsibility to any other contractor that it may choose at the expiration of this agreement.

C. Equal Employment Opportunity. In connection with the execution of the agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin. Such actions 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. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontractors for standard commercial supplies or raw materials.

ARTICLE IX.

A. CONTRACTOR will furnish a full-time General Manager who shall be selected and serve in that capacity with the approval of WRTA, and shall provide the day-to-day management of the public transportation system for and on behalf of WRTA.

B. The parties acknowledge that the General Manager is the key person being provided by CONTRACTOR. If the General Manager is unavailable on a regular, full-time basis for any reason for more than sixty (60) days, CONTRACTOR will be required to furnish a qualified replacement General Manager acceptable to WRTA. If the CONTRACTOR fails to provide a General Manager acceptable to WRTA, WRTA will have the right to terminate this contract for cause pursuant to Article X. WRTA's approval of the replacement General Manager may not be unreasonably withheld. If WRTA does not seek to terminate the contract for clause after sixty days, WRTA may impose a penalty of \$500 per day for each day that the CONTRACTOR fails to provide a qualified and WRTA

approved General Manager.

ARTICLE X. Miscellaneous.

A. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with The Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties fail or neglect to agree upon an arbitrator within fourteen (14) days of the date of written demand by one party upon the other for arbitration in accordance with this paragraph, the Arbitration Committee of the American Arbitration Association, upon the request of either party, shall appoint such arbitrator from its National Panel with fourteen (14) days of such request.

B. To the extent that the provisions hereof are inconsistent with the provisions of any applicable law or regulation, the latter shall control and this agreement shall in all respects be subject to such applicable laws and regulations.

C. All references to the term of this agreement shall be construed as including any extensions thereof. Any terms used herein which are defined in Chapter 161B shall be construed as having the meaning established by said Chapter 161B. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

D. In connection with the performance of this agreement, CONTRACTOR will cooperate with WRTA in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to insure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

E. Limited English Proficiency. CONTRACTOR shall work cooperatively with WRTA to implement program(s) to reduce barriers to the transit system related to individuals who are not proficient in the English spoken and written language.

F. Standard of Conduct. The CONTRACTOR hereby adopts a Standards of Conduct, as hereinafter set forth in this section, which are established for all employees not covered by a collective bargaining agreement, officers and directors so employed under the terms of this Agreement.

No employee, officer, agent or director of the CONTRACTOR shall:

1. Accept other employment which will impair his/her independence of judgment in the exercise of his/her duties;

2. Use or attempt to use his/her position to secure unwarranted privileges or exemptions for himself/herself or his/her family or others;
3. by his/her conduct give reasonable basis for the impression that any person can improperly influence or unduly enjoy his/her favor in the performance of his/her duties, or that (s)he is unduly affected by the kinship, rank, position or influence of any party or person.

G. Related Party Transactions. The CONTRACTOR is required to disclose in advance any “Related Party” that it may seek to use, engage, employ, compensate, or provide any economic benefit, to be reimbursed by WRTA outside of the management fee during the contract period. Related parties consist of any employee, subcontractor, supplier, or affiliate of the CONTRACTOR, including (a) its management, directors, partnership, proprietorship, LLC, business trust, or other enterprise managed by, controlled or principally owned by any member of the CONTRACTOR’S management, directors, and principal owners and their immediate families, (c) any party that may, or does, deal with the enterprise and has ownership of, control over, or can significantly influence the management or operating policies of another party to the extent that an arm’s-length transaction may not be achieved. All related party transactions must be approved in advance by the WRTA Administrator.

H. Any notes or other communications required or permitted hereunder shall be sufficiently given if sent by certified mail, postage prepaid, and addressed as follows:

To the CONTRACTOR:

To the WRTA:
Worcester Regional Transit Authority
60 Foster Street
Worcester, MA 01608

IN WITNESS WHEREOF, each of the parties hereto have caused this instrument to be executed in several counterparts and its corporate seal to be affixed by its officers, thereunto duly authorized, as of the day and year first above written.

Worcester Regional Transit Authority

Witness: _____

By: _____

Title: _____

Date: _____

Contractor

Witness: _____

By: _____

Title: _____

Date: _____

Approved as to Form

Mark R. Reich
Kopelman & Paige, P.C.
Attorneys at Law