

Worcester Regional Transit Authority



Request for Proposals (RFP) #2023-02

FOR

Security Guard Services at WRTA Hub

PROPOSALS DUE:

March 16, 2023

2:00 p.m., EST

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

CONTACT:

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(508) 453-3401

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SECTION 1. GENERAL INFORMATION

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 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.

The WRTA is seeking proposals from qualified professional unarmed Security Guard service firms to provide a safe, and secure environment at its Central Hub property (60 Foster Street, Worcester, MA) for its passengers, and employees. The WRTA Hub is a transit center facility where passengers access buses and/or transfer between buses, equipped with both indoor and outdoor waiting areas, and a Customer Service Center (available during posted hours of operation). The WRTA Hub serves approximately 3,500 to 4,500 passengers on Weekdays, 1,800 to 2,300 passengers on Saturdays and Holidays, and less than 1,000 passengers on Sundays.

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	February 13, 2023
Pre-Proposal Meeting and Site Visit	February 21, 2023
Deadline for Questions/Clarifications	February 24, 2023
Response to Questions/Clarifications	March 1, 2023
Deadline for Issuance of Addendum (if necessary)	March 1, 2023
Proposals Due	March 16, 2023
Interviews (if needed)	March 27-28, 2023
Approximate Award Date	March 31, 2023

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 Security Guard Services at WRTA Hub – RFP #2023-02”**.

Proposals shall be submitted no later than 2:00 PM on March 16, 2023. 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 and Site Visit

A Pre-Proposal meeting and Site Visit will be held at the WRTA Hub, 3rd Floor Conference Room (60 Foster Street, Worcester, MA 01608) on Tuesday, February 21, 2023 at 10:00 AM. All potential respondents to this RFP are highly encouraged to attend, though not mandatory, nor a condition of a final award.

Parking is available in the Union Station Parking Garage (225 Franklin Street, Worcester, MA 01604).

2.5 Questions / Clarifications

The deadline for questions or clarifications must be received by the WRTA in writing no later than Friday, February 24, 2023 at 12:00 PM.

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 – 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 Ninety (90) 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.
- General Vendor Information – Please provide the following information:

- Length of time in business of providing proposed services
 - Total number of clients, and public sector clients (if any)
 - Number of full-time Security Guards that would be available to provide proposed services for WRTA
 - Location of headquarters and any field offices
 - Location of office that would service this account
 - Describe how your firm is positioned to provide the services outlined in this document and provide a history of experience on providing similar services
 - Please include a proposed Work Plan, or description of how the work will be performed including employment practices, policies and procedures, training/safety training methods, etc.
- 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**).
 - Is your organization bonded? If so, for how much? Please submit a copy of an active insurance binder.

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 H**. 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 Wednesday, March 1, 2023 at 5:00 PM.

2.13 Late Proposals

All proposals to the RFP must be delivered in person or received by mail no later than Thursday, March 16, 2023 at 2:00 PM. 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.

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. Understanding of the Services to be Provided (20 Points)

- Understanding and compliance with all technical and administrative requirements listed in this RFP.

2. Qualifications and Experience (20 Points):

- General qualifications of the firm;

- Qualifications and experience of management, staff, and other personnel;
- Demonstrated experience in similar projects.

3. Program Operations and Work Approach (20 Points):

- Comprehensiveness of proposed Work Plan, or documentation of how the work will be performed including employment practices, policies and procedures, training/safety training methods, etc.

4. Cost Proposal (20 Points)

5. References and Past Performance (20 Points)

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 H**) must be executed by both parties. The WRTA intends to enter into an Agreement 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.

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 General Description

The WRTA is seeking proposals from qualified professional unarmed Security Guard service firms to provide a safe, and secure environment at its Central Hub property (60 Foster Street, Worcester, MA) for its passengers, and employees.

The WRTA is seeking services commencing on May 1, 2023 and expiring May 31, 2026. The WRTA has the sole discretion to extend the Agreement for a term of seven (7) one-year (1) options.

3.2 Scope of Work

A. Security Guard Service Tasks

At a minimum, Security Guards must provide the following service tasks outlined below, however, the Proposer, based on its experience, may include additional Security services and should describe these services in detail in its Work Plan submission.

- Remain alert and aware of surroundings throughout WRTA Hub property.

- Perform rounds on foot, inside the Hub lobby and outside on the Hub platform to protect the safety of persons on-site.
- Protect WRTA property from random acts of violence and/or harassment of passengers and/or employees, and destruction of property.
- Observe outside platform and passenger activity when WRTA buses arrive and depart at the Hub.
- Periodically enter buses located at WRTA Hub to assist employees and/or passengers for security purposes.
- Provide high visibility as a crime deterrent; prevent and minimize theft, damage, and trespassing on WRTA property.
- Enforce WRTA policies and procedures, with emphasis on the Passenger Code of Conduct Policy.
- Monitor and control noise, and behavior, inside the Hub lobby and outside on the Hub platform.
- Monitor and control visitor flow inside the Hub lobby.
- Perform traffic control within Hub property to ensure that unauthorized private vehicles do not travel within WRTA driveways.
- Unlock/lock certain doors to allow vendor access, as needed.
- Provide restroom access for patrons visiting the Hub for scheduled appointments.
 - Restroom access is only permitted for patrons with scheduled appointments with the ADA Coordinator.
- Oversee the security surveillance system; including both the functionality of security cameras, and computer.
- Respond to building alarm when triggered.
 - WRTA contracts with a 24/7 alarm monitoring firm; when building alarm is triggered, monitoring firm will contact Security Guard firm to respond appropriately.
- Report to WRTA immediately any incident requiring Police/Fire/EMS involvement; or any other occurrences considering the nature of the violation within 24 hours of the violation/incident.
- Coordinate with Worcester Police Department, as necessary, due to proximity of WRTA Hub with Worcester's Union Station.
- Prepare and submit, by the 10th day of the following month, a monthly report of all Security activities, incidents, issues, etc. – in a format that is acceptable to WRTA (no handwritten reports will be allowed).
 - Proposers must submit a sample report or example that their firm currently utilizes.

B. Security Guard Service Hours of Operation:

- Basic Coverage:
 - A minimum of **two (2)** guards must be on-duty at all times.
 - Weekdays: 4:30 AM to 11:59 PM
 - Saturdays: 6:00 AM to 11:00 PM
 - Sundays: 8:00 AM to 8:00 PM

- WRTA reserves the right to adjust the number of Coverage Hours with the selected Proposer within five (5) business days' notice.
 - Additional Coverage:
There are times during the year that the WRTA may need additional security coverage, outside of the 'Basic Coverage' days and hours listed above, precipitated by heightened security alert(s) from local, state, or federal officials, an emergency at WRTA, a WRTA event, or construction that may have eliminated or weakened other security measures that are in place at the WRTA Hub.
- If Additional Coverage is necessary, WRTA staff will contact the Proposer at least 24 hours in advance, when feasible (in some cases this may not be possible).
- Holidays (Security Guard services will not be required on the following days):
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

C. Staffing/Personnel

- WRTA expects Proposer to supply reliable, professional, and well-trained Security Guards.
- Security Guards shall have satisfactory skill and experience to perform tasks listed under Section A: Security Guard Service Tasks.
 - Proposer shall describe the level of training (de-escalation, harassment, etc.) that on-site staff receives.
 - Proposer shall describe the level of access on-site Security Guards have to Supervisor/Management staff of the firm.
 - Proposer shall detail how on-site Security Guards access direct Supervisor/Management staff; if Supervisor/Management staff are not local to project - how far/how quick can staff report to site.
 - Proposer to outline if costs are associated with Supervisor/Management staff on the Cost Proposal Form.
- Security Guards shall at all times be polite, courteous, respectful, and responsive to passengers and any other persons authorized to be at the WRTA Hub.
- Security Guards shall not conduct any personal business or duties outside of this Scope of Work while assigned to perform services.
- Security Guards shall refrain from fraternization with passengers, or WRTA employees, aside from security-related issues.

- Security Guards shall not smoke on WRTA property, or within 500 feet of the WRTA property; possession of alcohol or drugs on WRTA property is strictly prohibited.
 - Security Guards shall not report to duty under the influence of any substance that could impair the ability to successfully perform required duties or tasks.
 - Proposer is responsible to ensure that on-site Security Guards are not under the influence of any substances.
- Proposer shall prepare and submit to WRTA a weekly log report of Security Guards who worked on this Security contract.
- Proposer shall report to WRTA any changes in on-site Security Guards.
 - WRTA prefers minimal turnover in personnel assigned to this project.
- Proposer shall submit proof/evidence of completed trainings for all staff assigned to this project, including any new staff.
- On-site staff with additional language experience/knowledge (Spanish, Portuguese, Vietnamese, Albanian) is highly desirable.
- All staff assigned to this project must undergo a Criminal Offender Record Information (CORI) and Sex Offender Registry Information (SORI) background check. The WRTA passenger base is the general public, and children, elders, or persons with disabilities utilize its services.
 - Proposer must submit proof of CORI and SORI background checks to WRTA before any on-site Security Guards report to this project.

D. Uniforms

- All Security Guards must be dressed professionally in Proposer's uniform dress code.
 - Proposer must submit a copy of the uniform dress code for WRTA's review and approval.
 - Proposer must submit a picture or PDF of the current uniform that on-site Security Guards wear.
 - Proposer must furnish all uniform items and materials for all Security Guards assigned to the WRTA Hub, including outdoor clothing appropriate for the weather and season, with necessary safety clothing and equipment.
 - WRTA will not accept casual dress appearance.

E. On-Site Office and Equipment

- WRTA is in the process of designing a dedicated office for Security Guards. Until complete, Security Guards will have access and use of a small, secured area for storage purposes only;
 - Proposer is responsible for keeping the office clean, and neat.
 - Proposer shall monitor the security surveillance system; including both the functionality of security cameras, and computer.

- The computer provided by WRTA shall be used for security monitoring purposes only, and unauthorized use (personal, gaming, etc.) is not permitted.
- Proposer shall report to WRTA immediately if the security system malfunctions within fifteen (15) minutes of any occurrence.
- Proposer shall be responsible for providing its staff, and relevant WRTA staff, with any communication devices/cell phones, etc.
- WRTA will provide building access cards and systems keys for Security Guards on the Hub property.
 - Security Guards are responsible for all access cards and systems keys in their possession, and shall not be loaned to anyone for any reason.
 - Proposer is responsible for the cost of replacement of lost, stolen, or damaged cards or keys.

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.

<u>Professional Liability:</u>	
General Aggregate:	\$1,000,000 Aggregate
Each Occurrence:	\$1,000,000 per occurrence
 <u>Workers' Compensation Insurance:</u>	
Employers Liability Each Accident	\$500,000 per occurrence
Employers Liability Disease Each Employee	\$500,000 per occurrence
Employers Liability Disease Each Accident	\$500,000 per occurrence
 <u>Umbrella Liability</u>	 \$1,000,000 per occurrence
 <u>Crime</u>	 \$50,000 per occurrence

The following stipulations apply to all policies:

- (a) All policies (except for Workers' Compensation coverage) shall be endorsed to name the entities listed above as additional insureds, their subsidiaries, officers, agents and employees and any other entity specified by Worcester Regional Transit Authority as additional insured. The endorsement shall further provide that additional insureds shall not be affected by any breach by Proposer of any provision of said policy.
- (b) All policies of insurance shall be primary and non-contributory and shall be with an insurance company with a current A.M. Best Rating (or similar rating if no longer available) of A-VIII or better; and authorized to do business in the state or commonwealth in which the work is being performed or the goods are being delivered.
- (c) All insurance policies in any way related to this Agreement and secured and maintained by the Proposer shall include a clause stating that each insurance company will waive all rights of recovery, under subrogation or otherwise, against the Worcester Regional Transit Authority. Further, the Proposer shall provide a copy of the endorsement to the Workers' Compensation policy stating that a waiver has been granted in favor of the Worcester Regional Transit Authority.
- (d) Proposer shall furnish certificates of insurance prior to entry onto the property and provide renewal certificates within 60 days prior to the expiration of the policies. Worcester Regional Transit Authority failure to review said certificates of insurance and letters or copies of insurance policies shall not be deemed to be a waiver of Proposer's obligations to comply with all provisions.
- (e) All policies shall contain a minimum of 30 days' notice of cancellation with notice to Worcester Regional Transit Authority.

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 # 2023-02.

In response to the WRTA Request for Proposal # 2023-02 for Security Guard Services at the WRTA Hub, I offer the following price proposal:

The prices for Option Years 4 through 10, if exercised, will be negotiated between the parties.

	Year I (May 1, 2023 – April 30, 2024)	Year II (May 1, 2024 – April 30, 2025)	Year III (May 1, 2025 – April 30, 2026)
Hourly Labor Rate (Assume fully-loaded rate that includes all direct and non-direct costs)	\$	\$	\$
Hourly Supervisor / Management Rate (If separate from Hourly Labor Rate above)	\$	\$	\$
Other Fees (Please outline in detail)	\$	\$	\$
Total Fees	\$	\$	\$

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 – Professional Services > \$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. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- 14d. PROMPT PAYMENT
15. VETERANS HIRING PREFERENCE
16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
17. 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 38 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 39 FOR LOBBYING RESTRICTIONS CERTIFICATION

12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT – *Applies to All Procurement Types >\$150,000*

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. 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. 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.

d. **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.

15. VETERANS HIRING PREFERENCE

49 U.S.C. 5325(k) et seq.

Veterans Employment - WRTAs and sub-WRTAs of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

16. 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.

17. 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
SAMPLE AGREEMENT**

**WORCESTER REGIONAL TRANSIT AUTHORITY
AGREEMENT**

THIS AGREEMENT made this ___ day of _____ 2023 by and between the WORCESTER REGIONAL TRANSIT AUTHORITY a body politic duly organized under the laws of Massachusetts and having a usual place of business at 60 Foster Street, Worcester, Massachusetts, hereinafter referred to as the “WRTA”, and _____, a _____ corporation with a usual place of business at _____, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the WRTA invited the submission of proposals for the provisions of unarmed Security Guard service firms for its Central Hub property, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the WRTA has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the WRTA and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Request for Proposal, Instructions to Proposers, and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of _____, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The WRTA shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 3 above the contract sum of \$_____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the WRTA from any and all claims and liabilities under this Agreement.

- C. Neither the WRTA's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the WRTA under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The WRTA shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The WRTA shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE WRTA. The WRTA's liability hereunder shall be to make all payments when they shall become due, and the WRTA shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the WRTA or any elected or appointed official or employee of the WRTA, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the WRTA for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the WRTA harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the WRTA, as set forth below:

General Liability:

General Aggregate \$2,000,000 Aggregate

Each Occurrence: \$1,000,000 per occurrence

The insurance must include coverage for assault and battery, libel, and slander, and must state so on the Certificate of Insurance.

Automobile Liability:

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$1,000,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

This insurance shall cover all owned, non-owned, and hired motor vehicles which are operated on behalf of the Proposer pursuant to Proposer's activities. If Proposer does not own any vehicles, then the Proposer must provide a minimum of \$1,000,000 of non-owned and hired automotive liability coverage.

Professional Liability:

General Aggregate: \$1,000,000 Aggregate
Each Occurrence: \$1,000,000 per occurrence

Workers' Compensation Insurance:

Employers Liability Each Accident \$500,000 per occurrence
Employers Liability Disease \$500,000 per occurrence
Each Employee
Employers Liability Disease \$500,000 per occurrence
Each Accident

Umbrella Liability \$1,000,000 per occurrence

Crime \$50,000 per occurrence

B. The following stipulations apply to all policies:

- (a) All policies (except for Workers' Compensation coverage) shall be endorsed to name the entities listed above as additional insureds, their subsidiaries, officers, agents and employees and any other entity specified by Worcester Regional Transit Authority as additional insured. The endorsement shall further provide that additional insureds shall not be affected by any breach by Proposer of any provision of said policy.
- (b) All policies of insurance shall be primary and non-contributory and shall be with an insurance company with a current A.M. Best Rating (or similar rating if no longer available) of A-VIII or better; and authorized to do business in the state or commonwealth in which the work is being performed or the goods are being delivered.
- (c) All insurance policies in any way related to this Agreement and secured and maintained by the Proposer shall include a clause stating that each insurance company will waive all rights of recovery, under subrogation or otherwise, against the Worcester Regional Transit Authority. Further, the Proposer shall provide a copy of the endorsement to the Workers' Compensation policy stating that a waiver has been granted in favor of the Worcester Regional Transit Authority.
- (d) Proposer shall furnish certificates of insurance prior to entry onto the property and provide renewal certificates within 60 days prior to the expiration of the policies. Worcester Regional Transit Authority failure to review said certificates of insurance and letters or copies of insurance policies shall not be deemed to be a waiver of Proposer's obligations to comply with all provisions.
- (e) All policies shall contain a minimum of 30 days' notice of cancellation with notice to Worcester Regional Transit Authority.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the WRTA, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the WRTA.
11. TERMINATION.
- A. Termination for Cause. If at any time during the term of this Agreement the WRTA determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the WRTA, or by not complying with the direction of the WRTA or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the WRTA shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the WRTA harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the WRTA may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the WRTA may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the WRTA for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the WRTA.
- B. Termination for Convenience. The WRTA may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the WRTA, such payment not to exceed the fair value of the services provided hereunder.
12. INSPECTION AND REPORTS. The WRTA shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the WRTA. Whenever requested, CONTRACTOR shall immediately furnish to the WRTA full and complete written reports of his operation under this Contract in such detail and with such information as the WRTA may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use

any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the WRTA harmless from loss on account thereof.

14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the WRTA nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WORCESTER REGIONAL TRANSIT
AUTHORITY:

By its: Administrator

Dennis J Lipka

CONTRACTOR:

(Signature)

(Name and Title)

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