

Worcester Regional Transit Authority



Request for Proposals (RFP) #2025-03

Computer-Aided Dispatch and Automatic Vehicle Location System

RFP Issue Date: December 19, 2024

Addendum #1

Issue Date: December 26, 2024

The Worcester Regional Transit Authority (WRTA) is issuing this addendum to the above-mentioned Request for Proposals (RFP) for the purpose of amending/adding to certain sections of the RFP.

1. Section 4 of the RFP references the Agreement for Services. This Addendum #1 includes the WRTA standard Goods and Services Agreement – **Exhibit M** attached.

The successful bidder shall execute the contract in the form as included in this Addendum #1. To the extent that any provision of the successful bidder's proposal conflicts, or is inconsistent, with any provision of the contract, the terms of the WRTA contract shall prevail.

2. In order for Proposals to be considered responsive, Proposer's must acknowledge receipt of this and any future Addendums in their Cover Letter – Section 2.3.

**EXHIBIT M**

**AGREEMENT FOR GOODS AND SERVICES  
BY AND BETWEEN  
WORCESTER REGIONAL TRANSIT AUTHORITY  
AND  
CONTRACTOR**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2025 by and between the Worcester Regional Transit Authority (hereinafter referred to as the “WRTA”) a body politic and political subdivision of the Commonwealth of Massachusetts established pursuant to M.G.L. Chapter 161b, and having a usual place of business at 60 Foster Street, Worcester, Massachusetts, 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 procurement and installation of a Computer-Aided Dispatch and Automatic Vehicle Location System, 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, the Federal Contract Clauses, any Addendum to the RFP, 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.
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.
- A. General Liability: The CONTRACTOR shall indemnify and hold harmless the WRTA from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the CONTRACTOR or their employees, agents, subcontractors or representatives.
  - B. Professional Liability: The CONTRACTOR shall indemnify and hold harmless the WRTA from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the CONTRACTOR's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONTRACTOR or their employees, agents, subcontractors or representatives.
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

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Cyber Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Umbrella Liability Insurance

\$1,000,000 per occurrence
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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 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.

B. 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.

C. 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.

D. 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.

E. 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.

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

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Joshua Rickman

CONTRACTOR:

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(Signature)

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(Name and Title)

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(Date)