

Worcester Regional Transit Authority



Invitation for Bids (IFB) # 2025-06

FOR

Epoxy Flooring Project

BIDS DUE:

Thursday, June 19, 2025

2:00 PM

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

CONTACT:

Dinusha Perera, Manager of Grants and Procurement  
(508) 453-3414

[dperera@therta.com](mailto:dperera@therta.com)

Issued: May 23, 2025

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## SECTION 1. GENERAL INFORMATION

The Worcester Regional Transit Authority, herein referred to as “WRTA” is a political subdivision of the Commonwealth of Massachusetts. 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 bids and no Bidder 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 purpose of this Invitation for Bid (IFB) is to solicit bids for Epoxy Flooring at the WRTA Maintenance and Operations Facility located in Worcester, MA.

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.

## SECTION 2. INSTRUCTIONS TO BIDDERS

### 2.1 Preparation of IFB

Bidders shall submit the completed Invitation for Bid (IFB) with appropriate attachments / exhibits. All attachments / exhibits shall be identified with the Bidder’s name and IFB number. IFB responses must be completed in Word / electronically processed. No oral, telephone, fax, or photocopied responses will be accepted.

### 2.2 IFB Documents

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

- Exhibit A – Prospective Bidder Fact Sheet
- Exhibit B – Cost Proposal Form
- Exhibit C – Non-Collusion Declaration
- Exhibit D – Federal Contract Clauses
- Exhibit E – Customer References
- Exhibit F – Government-Wide Debarment / Suspension
- Exhibit G – Lobbying Certification
- Exhibit H - Bid Protest Procedures
- Exhibit I – Agreement / Contract
- Exhibit J – Functional Specifications
- Exhibit K – Floor Plan
- Exhibit L – Davis Bacon Act Wages

### 2.3 IFB Process Schedule

The following is an anticipated IFB 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 and Advertise IFB	May 23, 2025
Pre-Bid Meeting and Site Visit	June 2, 2025
Deadline for Written Questions	June 6, 2025
Deadline for Issuance of Addendum (if necessary)	June 12, 2025
Deadline for Submittals	June 19, 2025
Approximate Award Date	June 23, 2025

#### 2.4 Submission of Bid to IFB

Bidders shall submit the following:

One (1) copy of the completed Official IFB Form and the following Exhibits:

- Exhibit A – Prospective Bidder Fact Sheet
- Exhibit B – Cost Proposal Form
- Exhibit C – Non-Collusion Declaration
- Exhibit E – Customer References
- Exhibit F – Government-Wide Debarment / Suspension
- Exhibit G – Lobbying Certification

Bids to the IFB shall be delivered in a **sealed envelope clearly marked as IFB #2025-06** assigned by the WRTA, addressed to:

Dinusha Perera, Manager of Grants and Procurement  
Worcester Regional Transit Authority  
60 Foster Street  
Worcester, MA 01608

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

#### 2.5 Pre-Bid Site Visit

The Pre-bid meeting and site visit will be held at **42 Quninsigamond Avenue Worcester, MA 01610 at 10.00 AM on June 2, 2025**. It is recommended that all prospective bidders have a representative in attendance.

#### 2.6 Public Opening of IFB

There will be a public opening for this IFB on Thursday, June 19, 2025, at 2:00 p.m. EST at the WRTA office at 60 Foster Street, Worcester, MA 01608. Bidders and their representatives are welcome to attend.

#### 2.7 Multiple Bids

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

2.8 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 Dinusha Perera or designee.

Bidders shall be responsible for continually checking the WRTA's website at [www.therta.com](http://www.therta.com) for the most current information regarding this IFB. 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 June 12, 2025 at 11:59 p.m. EST.

2.9 Late Bids

All bids to the IFB must be delivered in person or received by mail no later than June 19, 2025 at 2:00 PM. Bidders shall be responsible for the timely delivery of their IFB's. Bids received after the deadline will not be considered.

2.10 Point of Contact

All correspondence regarding this IFB shall be directed in writing to Dinusha Perera who may be reached by email at [dperera@therta.com](mailto:dperera@therta.com). No other individual has the authority to respond to any questions submitted unless specifically authorized by Dinusha Perera. Failure to adhere to this process may disqualify the Bidder.

2.11 Non-Collusion Declaration

Bidder shall execute a Non-Collusion Declaration on the form furnished by the WRTA (located in **EXHIBIT C**). This declaration must be submitted with the bid and will become part of all resulting contracts.

2.12 References

Bidder shall submit **EXHIBIT E – Customer References** with IFB.

2.13 Government-Wide Debarment and Suspension Certification

Bidder shall include the fully completed and signed Government-Wide Debarment and Suspension Certification form included in **EXHIBIT F** of this IFB.

2.14 Lobbying Certification

Bidder shall include the fully completed and signed Lobby Certification included in **EXHIBIT G** of this IFB.

2.15 IFB Evaluation Criteria

If an award is made, it will be made to the responsive and responsible bidder offering the lowest total price for all services required. In addition to total price, other factors including prior performance may be considered.

2.16 Reservations

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

- To reject any and all bids, without indicating any reason for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any IFB or procedure, as part of the IFB or any subsequent negotiation process
- Terminate this IFB and issue a new Invitation for Bid anytime thereafter
- Procure any materials or services specified in the IFB by other means
- Extend any or all deadlines specified in the IFB, including deadlines for accepting IFBs by issuance of an Addendum at any time prior to the deadline for receipt of bids to the IFB
- Disqualify any Bidder on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the bid or other data available to the WRTA. Such disqualification is at the sole discretion of the WRTA
- Reject any Bidder that is in breach of or in default under any other agreement with the WRTA
- Reject any Bidder deemed by the WRTA to be non-responsive, unreliable, unqualified, or non-responsible

2.17 Notification of Withdrawals of Bids to IFBs

Bids may be modified or withdrawn prior to the date and time specified for IFB submission by an authorized representative of the Bidder or by formal written notice. All bids not withdrawn prior to the bid due date will become property of the WRTA.

2.18 Interpretation

Should any discrepancies or omissions be found in the IFB specifications / requirements, or doubt as to their meaning, the Bidder shall notify the WRTA in writing at once (email is acceptable). The WRTA will post updates or addenda on its website ([www.therta.com](http://www.therta.com)). The WRTA shall not be responsible for oral interpretations. Questions must be received by June 6, 2025. All addenda issued shall be incorporated in the Contract.

2.19 Notice of Intent to Award

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

2.20 Execution of Agreement

Upon successful reference checks, evaluation and receipt of all required documents, an agreement (located in **EXHIBIT I**) or Purchase Order must be executed by both parties.

2.21 Proprietary Information

All information appearing within the bid 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 bid.

2.22 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 Bidder as an exception 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 IFB in the designated places; however, that information is not sufficient evidence that the Bidder is making an exception. If no exception or deviation is shown, the Bidder will be required to furnish the equipment exactly as specified herein. The burden of proof of compliance with this specification will be the responsibility of the Bidder. The WRTA reserves the right to reject, as unresponsive, any bid not containing all information requested by the WRTA.

### SECTION 3. SPECIFICATIONS AND REQUIREMENTS

#### 3.1 General Description

Please refer to Exhibit J, Epoxy Flooring Project Specifications– Final for a general introduction of this project

#### 3.2 Scope

Please refer to Exhibit J, Epoxy Flooring Project Specifications– Final for a scope of services of this project

### 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.

- Invoices must clearly indicate the date, location, and a description of the work that was completed

#### 4.2 Controlling Law

The Contract shall be governed by, construed and enforced 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 bid.

#### 4.4 Award



Unless the prospective Bidder specifies otherwise in his / her bid, or the Invitation for Bid states otherwise, the WRTA may accept any item or group of items of any bid.

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

A written Contract mailed, or otherwise furnished, to the awarded Bidder within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given in all respects according to the laws of the Commonwealth of Massachusetts.

4.5 Alteration or Variation of Terms

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

4.6 Assignability

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

4.7 Compliance with Statute

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

4.8 Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirement for this proposal as described in paragraph 10 of the *Agreement for Services – Exhibit I*. Offeror also understands that the evidence of required insurance, naming the WRTA as an additional insured, must be submitted upon contract signing; otherwise, the WRTA may rescind its acceptance of the Offerors proposal.

4.9 Warranty

The Bidder 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 the Bidder 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 the Bidder. Defective goods rejected by WRTA may without prejudice to any other legal remedy be held at the Bidder's risk and returned to the Bidder at the Bidder's expense. Defects are not waived by acceptance of goods nor by failure to notify the Bidder thereof.

4.10 Federal Contract Clauses

The goods and / or services covered by this IFB 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 (located in **EXHIBIT D**) and will become a part of all resulting contracts. The enclosed Required Certifications (**EXHIBIT C**, **EXHIBIT F**, and **EXHIBIT G**) must be submitted with the bid and will become part of all resulting contracts.

4.11 Davis-Bacon

The goods and / or services outlined in this IFB must comply with the Davis Bacon Act and related regulations. Please refer to **EXHIBIT L** for the applicable Davis Bacon Act Wages.

4.12 Rights and Remedies of WRTA for Default

In the event any item furnished by the Bidder in the performance of the contract or purchase order should fail to conform to specifications therefore, or to the sample submitted by the Bidder with his / her bid, the WRTA may reject the same, and it shall thereupon become the duty of the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder.

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 Bid Results

Bid results will be made available for inspection electronically by contacting Dinusha Perera at [dperera@therta.com](mailto:dperera@therta.com).

4.15 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 Procurement 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 the 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](http://www.therta.com), inclusion with procurement documents and through outreach to community organizations.

**EXHIBIT A**  
**PROSPECTIVE BIDDER 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) Is your firm authorized to business in Massachusetts?            ☐ Yes    ☐ No
- 2) Is 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+

**EXHIBIT B**  
**COST PROPOSAL FORM**

Proposal of \_\_\_\_\_(herein after called the “Bidder”\*)

Bidder Name :

- Submits the following bid for the project:

1. Price for the Epoxy Resin Flooring \$ \_\_\_\_\_

2. Additional \$ \_\_\_\_\_

3. Total Bid Price \$ \_\_\_\_\_

- Warranty Offered

- Estimated time to complete project

- End Exhibit B -

**EXHIBIT C**

**WORCESTER REGIONAL TRANSIT AUTHORITY**

**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH IFB

I, \_\_\_\_\_, am the

\_\_\_\_\_ of \_\_\_\_\_,  
(Position / Title) (Company)

the party making the foregoing IFB that the IFB is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the IFB is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham IFB; and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham IFB, or that anyone shall refrain from bidding; that the Bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, 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 IFB are true; and, further, that the Bidder 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 bid.

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 C -

## EXHIBIT D

### FEDERAL CONTRACT CLAUSES

**Federally Required and Other Model Contract Clauses  
Applicability of Third Party Contract Clauses – Materials & Supplies < \$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. BUY AMERICA REQUIREMENTS
11. VIOLATION AND BREACH OF CONTRACT
12. LOBBYING RESTRICTIONS
13. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
14. CARGO PREFERENCE REQUIREMENTS
15. FLY AMERICA
16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- 16d. PROMPT PAYMENT
17. RECYCLED PRODUCTS
18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
19. 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 EXHIBIT F FOR DEBARMENT AND SUSPENSION CERTIFICATION**

**10. BUY AMERICA REQUIREMENTS** – *Applies to Rolling Stock, Construction, Materials & Supplies Contracts >\$150,000*  
49 U.S.C. 5323(j)  
49 C.F.R. part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to WRTA the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

***In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.***

Certificate of Compliance with Buy America Requirements  
Certificate of Non-Compliance with Buy America Requirements  
Certificate of Compliance with Buy America Rolling Stock Requirements  
Certificate of Non-Compliance with Buy America Rolling Stock Requirements

**11. 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.

**12. 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 EXHIBIT G FOR LOBBYING RESTRICTIONS CERTIFICATION**

**13. 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).

**14. CARGO PREFERENCE REQUIREMENTS** – *Applies to Rolling Stock, Construction, Material & Supplies that may be transported by ocean vessel.*

46 U.S.C. § 55305  
46 C.F.R. part 381

**Cargo Preference - Use of United States-Flag Vessels**

**The contractor agrees:**

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment,



material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the WRTA (through the contractor in the case of a subcontractor's bill-of-lading); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**15. 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)

**16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)** – *Applies to All Procurement Types*

49 C.F.R. part 26

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

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The WRTA's overall goal for DBE participation is 0.66%.

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.

**17. RECYCLED PRODUCTS** – *Applies to Operations/Management/Subrecipients; Rolling Stock; Construction Procurements - EPA Selected Items >\$10,000 Annually*

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

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

**18. 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.

**19. 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.

- End Exhibit D-

## **EXHIBIT E**

### **CUSTOMER REFERENCES**

List and submit with this IFB three (3) customer references, preferably within the Commonwealth of Massachusetts, for whom the Bidder 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 E -

## EXHIBIT F

### GOVERNMENT-WIDE DEBARMENT AND SUSPENSION CERTIFICATE

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

- End Exhibit F -

## EXHIBIT G

### LOBBYING CERTIFICATION

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

C 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.

D 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.

E 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 subcontractors 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

- End Exhibit G -

## **EXHIBIT H**

### **BID 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 H -

## EXHIBIT I

### WORCESTER REGIONAL TRANSIT AUTHORITY

#### AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 22\_\_ 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 having a usual place of business at \_\_\_\_\_, hereinafter referred to as the “CONTRACTOR”.

#### WITNESSETH:

Whereas, the WRTA invited the submission of bids for the Epoxy Flooring at the Maintenance and Operations Center, hereinafter “the Project”; and

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

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation for Bid (IFB # 2025-06), and the CONTRACTOR’s Bid. 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 services outlined in Section 2 above.
  - 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.
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

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

B. All policies shall identify the WRTA as an additional insured (except Workers' Compensation) and shall provide that the WRTA shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the WRTA upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

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.

10. 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

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Joshua Rickman

CONTRACTOR:

---

(Signature)

---

(Name and Title)

119962

- End Exhibit I -

**EXHIBIT J**  
**FUNCTIONAL SPECIFICATIONS**

**(Next Page)**



## **SECTION 09672**

### **EPOXY RESIN FLOORING**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION OF WORK**

- A.** Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:

1. Epoxy flooring systems.

##### **1.2 SYSTEM DESCRIPTION**

- A.** Epoxy composition flooring and base composed of an epoxy resin incorporating ceramic coated inorganic quartz aggregate, with a cleanable skid-resistant safety topping and sealed finish.

##### **1.3 SUBMITTALS**

- A.** Product Data: Submit printed product descriptions, physical properties data, color charts, specifications, and application instructions as applicable, for each material specified except reinforcement and sealants.

**B.** Samples:

1. Flooring and Base Combination: Each type and color; 12 inches x 12 inches x height of base plus one inch, complete with dividing strip at the toe and bead at top of base. Mount sample on plywood.
2. Liquid Binder for Reinforcement: One quart.
3. Clear Sealer: One quart.

**C.** Quality Control Submittals:

1. Test Reports: At the request of the Owner/Architect, furnish test reports from an independent testing laboratory showing that the submitted flooring materials meet or exceed specified physical properties and performance requirements.
2. Certificates: Affidavit required under Article 3.1.
3. Installer's Qualifications Data: Affidavit required under Quality Assurance Article.
4. List of Completed Installations: At the request of the Owner/Architect, furnish a list of at least 5 comparable installations of the submitted flooring materials with a satisfactory service life of not less than 3 years.

**D.** Contract Closeout Submittals:

1. Maintenance Data: Deliver 2 copies of the flooring manufacturer's printed recommendations for cleaning and maintaining the installed flooring to the Director's Representative.

## **1.4 QUALITY ASSURANCE**

- A.** Installer's Qualifications: The person supervising the Work of this Section and the workers installing the flooring system shall be personally experienced in epoxy resin flooring work and shall have been regularly employed by a company engaged in this type of flooring installation for a minimum of 3 years.
  - 1. Furnish to the Owner/Architect the names and addresses of 5 similar projects which the foregoing people have worked on during the past 3 years.
- B.** Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
  - 1. Materials furnished for each type and color of flooring and base shall be from the same batch number.
- C.** Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Apply full-thickness mockups on 3' x 10 area as indicated on design drawings.
  - 2. Simulate finished lighting conditions for Design Professional's review of mockups.
  - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- D.** Pre-installation Conference: Prior to installation of flooring, meet at the Project site with the Manufacturer's Representative, the Installer, the Architect, the Owner's Representative and the Owner's Testing Agency. Record discussions and furnish copy to each participant. Topics to be discussed shall include, but not be limited to:
  - 1. Existing and new slab conditions
  - 2. Owner's Testing Agency results of mandatory testing
  - 3. Surface preparation
  - 4. Required room temperatures
  - 5. Ventilation
  - 6. Step-by-step application procedures
  - 7. Curing time and methods
  - 8. Protection of completed Work

## **1.5 DELIVERY, STORAGE, AND HANDLING**

- A.** Deliver materials to the Site in factory sealed containers, clearly labeled and marked with manufacturer's name, address, batch number, and date of manufacture.
- B.** Store materials in accordance with manufacturer's printed instructions.

## **1.6 PROJECT CONDITIONS**

- A.** Environmental Requirements:
  - 1. Maintain temperature and relative humidity conditions necessary for proper installation and curing of the Work. Comply with flooring manufacturer's recommendations.

2. Maintain sufficient ventilation in areas to receive the Work of this Section. Follow flooring manufacturer's recommendations.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURER**

- A. Resinous flooring system shall be Tnemec Company, Inc. UltraTread Series 242 system with 30/50 mesh sand broadcast to rejection and Series 237 Powertread and Series 248 Everthane topcoats. or equal by one of the following:
  1. Crossfield Products.
  2. Dex-O-Tex Inc.
  3. Koester Corp.
  4. Acceptable equivalent.
- B. VOC Content of Liquid-Applied Flooring Components: Not more than 100 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

### **2.2 PROPERTIES**

- A. Physical Properties: Provide flooring system that meets or exceeds the listed Minimum physical property requirements when tested in according to the referenced standard test method in parentheses.
  1. Compressive Strength"
    - a. Complete System (ASTM C579): 6,755 psi.
    - b. Surface Hardness (ASTM D2240): Durometer D 85
  2. Aggregate Hardness (Moh's Mineral Scale): 6 1/2-7
  3. Impact Resistance (MIL-PRF-3134 Modified Using 2.5 lb steel ball): No more than 1/16" indentation, no cracking, checking, delamination, of the film after 240 in lbs, direct impact.
  4. Adhesion (ASTM 7234): No less than 500 psi average.
  5. Water Absorption (ASTM C 413): No more than 0.627 grams water absorption.
  6. Flexural Strength and Modulus of Elasticity (ASTM C 580): No less than 2,302 psi (15.87 MPa) flexural strength.
- B. Colors: As selected by the Architect from Manufacture's standard colors
- C. Sealant: One-part, mildew resistant silicone sealant specified in Section 07920.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verification of Conditions: Examine surfaces scheduled to receive the Work of this Section for defects that will adversely affect the execution and quality of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Certification: Furnish affidavit by the flooring installer that the surfaces to receive the Work of this Section have been examined and are acceptable for application of the approved flooring. Do not install the flooring until such certification has been acknowledged by the Director in writing.

### 3.2 PREPARATION

- A. Substrate: Perform preparation and cleaning procedures according to flooring manufacturer's instructions for particular substrate conditions involved, and as specified. Provide clean, dry, and neutral substrate for flooring application. Surfaces shall be prepared in accordance with SSPC-SP13 Surface Preparation of Concrete (Reference ICRI CSP 5 visual standards for profile)
- B. Concrete Surfaces: Shot-blast or power scarify as required to obtain optimum bond of flooring to concrete. Remove sufficient material to provide a sound surface, free of laitance, glaze, efflorescence, and any bond-inhibiting curing compounds or form release agents. Remove grease, oil, and other penetrating contaminants. Repair damaged and deteriorated concrete to acceptable condition. Leave surface free of dust, dirt, laitance, and efflorescence.
- C. Curing and Moisture: Allow new poured-in-place concrete to cure a minimum of 10 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed 20 pounds per 1,000 square feet in a 24-hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 99%),
- D. Materials: Mix urethane and epoxy resin components when required, and prepare materials according to flooring system manufacturer's instructions.

### 3.3 APPLICATION

- A. General: Apply each component of the specified flooring system according to manufacturer's directions to produce a uniform monolithic flooring surface of thickness indicated.
- B. Base Coat / Broadcast Coats: Apply modified polyurethane cement base coat at spread rates according to the manufacturer's printed data sheets, allow to self-level, broadcast with 30/50 mesh sand to rejection, allow to cure, sweep off excess aggregate to achieve total nominal thickness of 3/16-1/4 in.
- C. Finish or Sealing Coats: After broadcast coats have cured sufficiently, apply finish coats of 100% solids epoxy and aliphatic moisture cured polyurethane to produce finish matching approved submittal sample and in number of coats and spreading rates recommended by manufacturer.
  - 1. Finished floor shall be a nominal 3/16"-1/4" DFT, uniform in color and free of trowel marks.
- D. Cove Base: Apply cove base mix to wall surfaces at locations shown to form cove base height of 4 inches unless otherwise indicated. Follow manufacturer's printed instructions and details including taping, mixing, priming, troweling, sanding, and top-coating of cove base.
- E. Control Joints: Place control joints in the epoxy flooring system to align with existing control joints in the concrete substrate. Existing joints must be cleaned and prepared according to manufacturer's directions prior to application.

### 3.4 COATING SCHEDULE:

- A. Primer/Sealer Coat: Self-Priming

- |    |                     |  |
|----|---------------------|--|
| B. | <u>Body Coat:</u>   | Tnemec Series N242 Self-Leveling Urethane with 30/50 mesh sand broadcast to rejection at a nominal 3/16"-1/4". |
| C. | <u>Grout Coat:</u>  | Tnemec Series N222 Deco-Tread (with Series 820 field tint) applied at 80-100 sq. ft. per gallon.               |
| D. | <u>Finish Coat:</u> | Tnemec Series 248 Everthane pigmented applied at 2-3 mils dft.   |

### 3.5 CURING, PROTECTION AND CLEANING.

- A. Cure resinous flooring materials according to manufacturer's directions, taking care to prevent contamination during application stages and before completing curing process. Close application area for a minimum of 24 hours.
- B. **Temporary Protection** for interior flooring subjected to high traffic and heavy rolling loads such as scissor lifts and high reach equipment. Potential surfaces could include: polished concrete, terrazzo, concrete, stone, marble, tile, carpeting, vinyl tile and other finished floors. Shall meet LEED v4 and be FR Rated per NFPA- 701 and ASTM E648.
- C. **1. ENTRY POINT PROPLEXFR HD1200**, lightweight 6 lb. ridged Polypropylene sheets for interior use, 4 mm board at 1200 grams/m2. Material shall be waterproof, non-warping when wet, light weight, and may be reused multiple times before recycling.

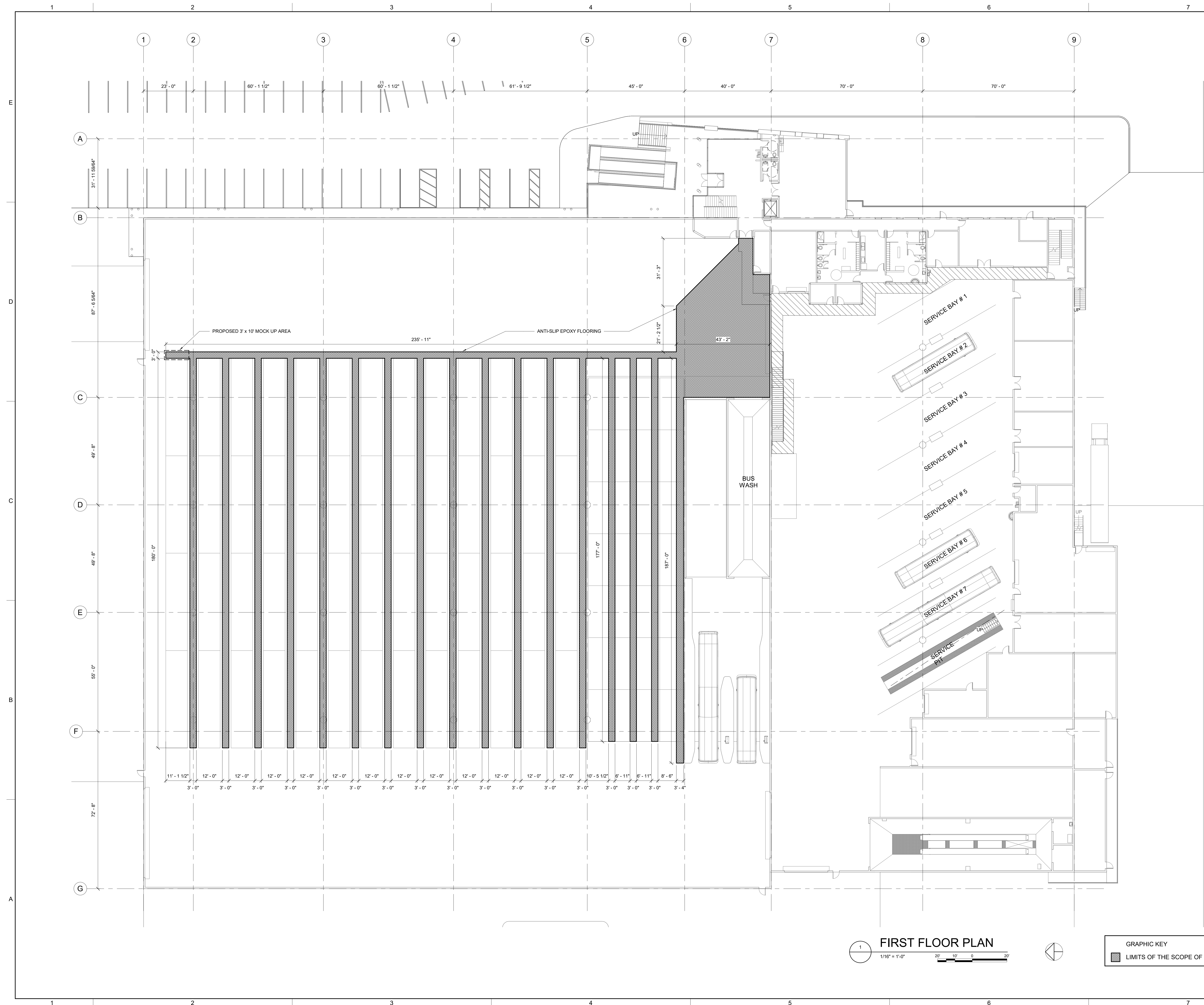
## PART 4 - MEASUREMENT AND PAYMENT

### 4.1 GENERAL

- A. Separate measurement and payment will not be made for the work of this Section. The cost for all work, complete in place; furnishing and installing all materials, equipment and accessories required; providing all tools, labor, transportation, handling and storage; and performing all work incidental to completion of work of this Section shall be included in the Contract Lump Sum Prices for the work.

### END OF SECTION

**EXHIBIT K**  
**FLOOR PLAN**  
**(Next Page)**



CONSULTANTS

## REALS

## PROJECT IDENTIFICATION

WORCESTER REGIONAL  
TRANSIT AUTHORITY (WRTA)  
VEHICLE MAINTENANCE AND  
OPERATIONS FACILITY  
40 QUINSIGAMOND AVENUE


MARK	DATE	DESCRIPTION	BY
ISSUE BLOCK			
PROJECT NO.:		4023079	
DESIGNED BY:		SJP	
DRAWN BY:		ZG	
CHECKED BY:		SJP	
APPROVED BY:		SJP	
COPYRIGHT:		STV	

SHEET TITLE

## OVERALL FIRST FLOOR PLAN

A-101

**EXHIBIT L**

**Davis Bacon Act Wages**

**(Next Page)**



Superseded General Decision Number: MA20240013

State: Massachusetts

Construction Type: Building

County: Worcester County in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025

2	03/14/2025
3	03/21/2025
4	04/04/2025

ASBE0006-013 09/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe, & Mechanical System Insulation)....	\$ 49.10	36.63

BRMA0003-004 08/01/2024

	Rates	Fringes
TILE FINISHER.....	\$ 49.32	35.26
TILE SETTER.....	\$ 64.52	37.51

BRMA0003-005 08/01/2024

	Rates	Fringes
BRICKLAYER (Includes Pointing, Caulking, Cleaning, and Waterproofing).....	\$ 62.36	36.80

CARP0336-001 03/01/2025

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling installation, Batt Insulation, Drywall Hanging, Form Work, Metal Building-Metal Siding/Wall Panels, Metal Stud Installation, Scaffold Building, Fireproofer, Window and Curtain Wall Installation)...	\$ 49.10	31.20

ELEC0096-003 09/03/2023

	Rates	Fringes
ELECTRICIAN Includes HVAC/Temperature Controls Installation.....	\$ 45.59	30.92
Low Voltage Wiring.....	\$ 34.49	31.44

ELEV0041-005 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.41	38.435+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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ENGI0004-012 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1:		
Backhoe/Excavator/Trackhoe, Loader.....	\$ 57.03	33.20
GROUP 2: Bulldozer.....	\$ 56.40	33.20

FOOTNOTE:

A. Paid Holidays: New Year's Day, Washington's Birthday,  
Memorial Day, Independence Day, Patriot's Day, Columbus  
Day, Labor Day, Veterans Day; Thanksgiving Day and  
Christmas Day.

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IRON0007-018 03/16/2024

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 54.38	36.48

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\* LABR0721-002 12/01/2024

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 38.95	29.81

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PAIN0035-018 07/01/2024

	Rates	Fringes
PAINTER (Brush/Roller, Including Drywall Finisher/Taper).....	\$ 46.26	36.00

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PLUM0004-004 03/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 55.00	30.17

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ROOF0033-005 02/01/2025

	Rates	Fringes
ROOFER.....	\$ 52.03	35.69

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SHEE0063-006 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation).....	\$ 40.98	34.59

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SUMA2014-002 04/04/2016

	Rates	Fringes
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LABORER: Common or General.....\$ 39.84 12.04

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

#### ----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"