

Worcester Regional Transit Authority



Request for Proposals (RFP) # 2026-03

FOR

Vehicle Graphics Fabrication and Installation

PROPOSALS DUE:

December 15, 2025

2:00 p.m., EST

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

CONTACT:

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(508) 453-3402  
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Issued: November 21, 2025

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## SECTION 1. INTRODUCTION

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. The WRTA was created pursuant to Massachusetts General Laws, Chapter 161B. The WRTA is required to comply with the mandates of the Americans with Disabilities Act (ADA) of 1990, as are the entities with which it contracts for transit services. In addition, the performance of this contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and all equal opportunity requirements.

The WRTA is issuing this *Request for Proposal (RFP)* to engage a qualified firm to fabricate and install vinyl graphics on the exterior of its fixed route buses, demand response paratransit vans and certain support vehicles.

The contract awarded under this RFP may be funded in whole or in part by the Federal Transit Administration (FTA). The successful proposer shall cooperate with WRTA to ensure the full conformance with its funding agreements with FTA. The successful Proposer shall comply with all terms and conditions prescribed for third party contracts by the FTA, if applicable.

## SECTION 2. INSTRUCTIONS TO PROPOSERS

### 2.1 RFP Schedule

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

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

Activity	Date
Release & Advertise RFP	November 21, 2025
Pre-Proposal Meeting	December 1, 2025
Deadline for Questions/Clarifications	December 5, 2025
Response to Questions/Clarifications	December 8, 2025
Deadline for Issuance of Updates and Addenda	December 8, 2025
Proposals Due	December 15, 2025
Approximate Conditional Award Date	January 5, 2026

### 2.2 Proposal Preparation & Submission

- Offeror Information – Proposal shall include the fully completed *Prospective Proposer Fact Sheet* form included in Exhibit A of this RFP.
- Non-Collusion Declaration – Proposal shall include the fully completed and signed *Non-Collusion Declaration* included in Exhibit B of this RFP.

- Certification as to Payment of State Taxes – Proposal shall include the fully completed and signed *Certification as to Payment of State Taxes* included in Exhibit C of this RFP.
- Customer References – Proposal shall include the *Customer References* form included in Exhibit D of this RFP. **Please be certain to list contact names and phone numbers that are accurate and current.**
- Government-Wide Debarment and Suspension Certification – Proposal shall include the fully completed and signed *Government-Wide Debarment and Suspension Certification* form included in Exhibit E of this RFP.
- Lobbying Certification – Proposal shall include the fully completed and signed *Lobbying Certification* included in Exhibit F of this RFP.
- Buy America Certification – Proposal shall include the fully completed and signed *Buy America Certification* included in Exhibit G of this RFP.
- Cost Proposal – Proposal shall include the fully completed *Cost Proposal* form included as Exhibit J of this RFP.

### 2.3 Proposer-Prepared Documents

To facilitate the WRTA’s objective review of the proposals from different Firms, the Firms are requested to organize the document using a standardized format. In addition to the items described in section 2.2 above, each RFP response should contain the following:

Statement of Qualifications – A submittal indicating the capability of the offeror to perform the attached *Scope of Work* is required. It shall include the information and be formatted as follows:

- Cover Letter. Letter on company letterhead shall be signed by an officer authorized to bind the offeror contractually and shall address the below matters.
  - Proposer’s interest and willingness to enter into a contract with WRTA to perform the work as described in the *Scope of Work*; and proposer’s commitment to the effect that it would exert its “best efforts” in fulfilling its responsibilities therein.
  - Proposer’s ability and willingness to obtain insurance meeting the requirements indicated in section 6.7 of this document.
  - Statement indicating that proposals shall be valid for a 90-day period, commencing from the RFP due date and shall include the name, title, address, email, and telephone number of the individual to whom correspondence and other contact should be directed to during the selection process.
- Firm Background. Proposer shall provide, at a minimum, the following information about your firm or any subcontract firm or individuals on the team:

- Name of firm, address of headquarters and any field offices from which work will be provided;
  - Subconsultant firm(s) name and business addresses, contact(s), including phone number, and e-mail address;
  - Individual consultant name and business address, phone number, and e-mail address;
  - Year firm(s) was established (including former names and year established, if applicable); and
  - If the firm has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance; the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list the complete name, address and telephone of the party. If NO such terminations for default have been experienced by the vendor in the past five years, declare that
- Proposer Experience. Proposer shall discuss its experience record including a list of similar work including name, location, date for which services were provided during the last **five (5) years**. The list must include the name, address, phone number, and email of the contract officer of the awarding entity.
  - Project Approach. A proposed project work plan or approach including proposed schedule from contract execution to project completion.
  - Samples. Submit one (1) sample of each color specified in **Table 5** located in section 5.2 of this RFP. Sample should demonstrate the vinyl film proposed for use under the Contract. Sample shall be limited to the size of a standard 8.5" x 11" sheet of paper. For each sample, attach a description of the type of material being presented, warranty, and an explanation of how this product will best benefit the WRTA.
  - Other information which will document the firm's capabilities and qualifications for the work.

Cost Proposal – Proposers must complete and submit the Cost Proposal Form, attached to this RFP as Exhibit J. A Proposer's failure to submit a Cost Proposal form may result in rejection of the proposal as non-responsive.

## 2.4 Submittal Contents, Location, & Deadline

Contents: Five (5) physical copies of the proposal must be submitted in hard copy, and one (1) version of the proposal must be submitted in electronic format (Google Drive or Dropbox) in Adobe PDF to:

Worcester Regional Transit Authority  
60 Foster Street

Worcester, MA 01608  
Attention: Thomas Coyne, Deputy Administrator, CFO  
Electronic Submission: email to: [tcoyne@therta.com](mailto:tcoyne@therta.com)

Proposal must be sealed and clearly marked on the outside as follows: **“Graphics Fabrication & Installation – RFP #2026-03.”**

Deadline - Proposals shall be submitted no later than 2:00 PM Eastern Standard Time (EST) on December 15, 2025. Proposals received after the date and time specified above will not be considered and will be returned to the submitter unopened. There will no public opening of submittals at the deadline or otherwise.

2.5 Withdrawal of Submittal

A proposer may withdraw a submittal any time prior to the submittal deadline by a submitting written request executed by the proposer’s authorized representative. Any such withdrawal does no prejudice the right to resubmit a submittal by the deadline.

2.6 Submittal Stipulations

Submittals submitted as a result of this solicitation become property of WRTA. WRTA will not pay any costs incurred by an offeror resulting from preparation or delivery of its submittal. Submittals will remain valid for 90 calendar days following submittal due date. WRTA reserves the following rights and will exercise such rights if it is in WRTA’s best interest to do so:

- The WRTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Proposers or any third party, to waive any irregularities, to waive defects or noncompliance in the filing or contents of any Submission, and to proceed with that Submission, or elements of one or more Submissions, if any, which in its sole judgment will, under the circumstances, best serve the WRTA’s interest.
- The WRTA reserves the unqualified right to amend the terms of this RFP at any time, and to solicit and accept modifications to any Submission at any time when it is in the best interest of the WRTA to do so.
- The WRTA reserves the unqualified right, in its sole and absolute discretion, to choose or reject any Submission received in response to this RFP, either on the basis of an evaluation of the factors listed in this RFP or for other reasons, whether or not any Submission offers the highest monetary compensation to the WRTA or any other public entity.
- The WRTA reserves the unqualified right, in its sole and absolute discretion, to reject any and all Submissions or to suspend or abandon this RFP process at any time, with no recourse for any Proposer.
- The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The WRTA makes no

representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by the WRTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by presenting a submission to the WRTA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the WRTA, or any third party who advised or prepared a report for the WRTA, liable or responsible therefore in any manner whatsoever.

- The WRTA may, at any time, request further information from any Proposer, interview any Proposers to more fully understand their responses to this RFP, and require any Proposer to arrange a site visit for its Evaluation Committee.
- The WRTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.
- Neither the expression of any Proposer's interest, nor the submission of any Proposer's qualifications and any documents or other information, nor the acceptance thereof by the WRTA, nor any correspondence, discussions, meetings or other communications between an Proposer and the WRTA, nor a determination by the WRTA that the Proposer is qualified hereunder, shall: (i) impose any obligation on the WRTA to include the Proposer in any such further procedures which the WRTA may utilize prior to the final selection of a Proposer, (ii) be deemed to impose any obligation whatsoever on the WRTA to select the Proposer, or to enter into negotiations with the Proposer, or (iii) entitle the Proposer's to any compensation or reimbursement for any costs or expenses incurred by the Proposer in connection with the Proposer's submission hereunder. No costs of responding to the RFP or any addenda thereto, nor of the attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed by the WRTA.
- The WRTA may consult with individuals familiar with each Proposer regarding the Proposer's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the RFP response. Submission of a Proposal in response to this RFP shall constitute permission for the WRTA to make such inquiries, and authorization to third parties to respond thereto.
- The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of the WRTA upon their receipt thereof. The WRTA will maintain the confidentiality of any material that is provided in response to this RFP and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the liberal nature of the Commonwealth's public records law, Proposers should nevertheless be aware that any information given to the WRTA in response to this RFP or any correspondence, discussion, meeting, or other communication between the Proposer and the WRTA before, with, or after the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.



- Neither the members of the WRTA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Proposer or any third party with any liability or held liable to it under neither any term or provision of this RFP nor any statement made herein.
- The WRTA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process for this development opportunity, due to: (1) felonious or other criminal record in any jurisdiction (domestic or foreign); (2) a determination by the WRTA that the Proposer has failed to disclose any matter that materially relates to the fitness or ability of the Proposer to perform the work and services associated with this development opportunity, or a conflict of interest; or (3) a determination that such disqualification would serve the public interest.
- The WRTA reserves the unqualified right to: (1) disqualify any prospective Proposer or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented; (2) require any prospective Proposer to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or (3) terminate any contract arising out of this RFP if, in the opinion of the WRTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.
- The WRTA reserves the unqualified right, in its sole and absolute discretion, to reject any subcontractor or individual working on a consultant team and to replace the subcontractor or individual with a mutually acceptable replacement.
- The WRTA reserves the unqualified right, in its sole and absolute discretion, to retain more than one firm and assign work based on needs of a particular project and the experience and qualifications of the firm.

## 2.7 Failure to Perform

WRTA may remove from mailing lists for future IFB's/RFQ's/RFP's, for an undetermined period of time, the name of any offeror for failure to accept a contract and/or unsatisfactory performance.

## 2.8 Pre-Proposal Meeting

A non-mandatory pre-proposal meeting will be held at 2:00 p.m. December 1, 2025 at the WRTA Maintenance and Operations Facility located at 42 Quinsigamond Ave., Worcester, MA 01610. All prospective respondents are strongly encouraged to attend and take advantage of the opportunity to ask questions for a clear understanding of the RFP requirement and afterward to view as well as take field measurements of the vehicles with different types of signage required for the graphics sought in the Scope of Work. Tours **WILL NOT** be provided by WRTA staff any other time.

## 2.9 Questions / Clarifications

Questions or clarifications must be received by the WRTA in writing no later than December 5, 2025 at 5:00 PM. Email to Thomas Coyne [tcoyne@therta.com](mailto:tcoyne@therta.com) is the preferred method.

2.10 Bid Bond

A bid bond is not required for this RFP

2.11 Performance Bond

A performance bond is not required for this RFP

2.12 Multiple Proposals

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

2.13 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 Thomas Coyne or his designee.

Proposers 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 RFP. Current information may be in the form of an update or formal addendum. Updates and/or addenda will be posted on the above-mentioned website by December 8, 2025 at 5:00 p.m. EST.

2.14 Point of Contact

All questions regarding this RFP shall be directed in writing to Thomas Coyne who may be reached by email at [tcoyne@therta.com](mailto:tcoyne@therta.com). No other individual has the authority to respond to any questions submitted unless specifically authorized by Thomas Coyne. Failure to adhere to this process may disqualify the proposer.

2.15 Interpretation

Should any discrepancies or omissions be found in the RFP specifications / requirements, or doubt as to their meaning, the proposer shall notify the WRTA in writing at once (email is 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. All addenda issued shall be incorporated in the Contract.

2.16 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. Reference sealed envelope within the body of the bid.

2.17 Exceptions and / or Deviations

No exceptions to or deviations from this specification will be considered, unless each exception or deviation is specifically stated by the proposer as an exception on the request form and accompanied by a detailed statement completely defining the exception and / or deviation. The manufacturer's name, product name or trade name, and catalog or part number must be shown

on the RFP in the designated places; however, that information is not sufficient evidence that the proposer is making an exception. If no exception or deviation is shown, the offeror 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 offeror. The WRTA reserves the right to reject, as unresponsive, any bid not containing all information requested by the WRTA.

### SECTION 3. EVALUATION

#### 3.1 Responsiveness

WRTA shall examine the submittals for the purpose of ascertaining its completeness and responsiveness to the requirements of this solicitation. Such process may involve requesting additional or clarifying information from the proposer. Submittals that do not contain all required material, information, or forms; or where such materials, information, or forms are substantially incomplete, may be determined as non-responsive and rejected by WRTA. In such cases, WRTA shall notify the proposer in writing of its rejection and the basis thereof.

#### 3.2 Evaluation Criteria

The evaluation of proposals will be based on the technical, management and cost evaluation criteria (listed in their order of importance) shown in the table below.

Evaluation Criteria	Factors Considered	Points
Approach and Understanding	<ul style="list-style-type: none"> <li>• Demonstrated understanding of WRTA's goals and specific requirements outlined in the Request for Proposal (RFP)</li> <li>• Clearly present a plan for completing the project by or illustration of your methodology, key steps, and how you'll ensure successful completion</li> <li>• Outline your project management strategy, specifically to include how you'll manage resources, timelines, communications, and potential risks</li> <li>• Demonstrate how your approach directly addresses the specific tasks and deliverables outlined in the Scope of Work.</li> </ul>	30
Qualifications and Experience	<ul style="list-style-type: none"> <li>• Present your company's relevant experience and expertise in handling similar projects</li> <li>• Highlight the qualifications and experience of the specific team members assigned to the contract. Focus on their skills, certifications, and how they directly contribute to the project's success</li> <li>• Provide contact information for satisfied clients who can vouch for your past performance</li> </ul>	30
Price Proposal	<ul style="list-style-type: none"> <li>• Rates or Prices: Clearly outline your proposed cost structure including hourly rates, project</li> </ul>	20

	fees, and any other applicable charges <ul style="list-style-type: none"> <li>Specify your pricing for the entire contract period.</li> </ul>	
Responsiveness	<ul style="list-style-type: none"> <li>WRTA shall examine the submittals for the purpose of ascertaining its completeness and responsiveness to the requirements of this solicitation.</li> </ul>	20

### 3.3 Interviews

As part of the evaluation process, WRTA may conduct interviews with the highest ranked proposer(s) within a competitive range (whichever is applicable). Such interviews are for information gathering and clarification for the Evaluation Committee. WRTA may conduct interviews in person or by Zoom. Any proposer requested to be interviewed shall make its best effort to be available during the interview dates listed in this solicitation. WRTA reserves the right to award a contract without interviews and/or negotiations if deemed unnecessary to determine the most qualified, responsible proposer.

### 3.4 Final Evaluation

If WRTA chooses to conduct interviews, the Evaluation Committee may conduct a final round of scoring that takes into consideration information gleaned from interviews. Based upon the final scores, WRTA will determine the highest ranked proposer.

### 3.5 Pre-Award Deliverables

Upon determination of the highest ranked proposer and prior to consideration of contract award, WRTA will request the following from the proposer:

- Insurance Certificate – A certificate of insurance showing the coverage types and dollar limits stipulated in Section 6.7 – Insurance Requirement of this RFP

## SECTION 4 CONTRACT AWARD

Upon prompt receipt of the Pre-Award Deliverables listed above, WRTA staff will prepare a recommendation for contract award to be considered by the WRTA Administrator.

If the award recommendation is approved, it is the intent of WRTA to execute the documents as soon as practical after such award. The contract will be composed of the *Agreement for Services*, the *Federal Transit Administration Contract Clauses*, the *Scope of Work*, any *Addenda* and the Proposers' submission(s).

### 4.1 Contract Term & Type

It is anticipated that the contract term and type will be a three (3) year Firm-Fixed Price contract with seven (7) successive one-year extension options, at the sole discretion of the WRTA.

A sample contract between WRTA and the successful Proposer is included in this RFP as EXHIBIT L. The terms and conditions will be similar in form on the final agreement to be

executed between the parties; however, WRTA reserves the right to make changes and additions prior to execution.

#### 4.2 Contract Amount

It shall be understood and accepted by the Proposer that any volumes or amounts shown in this RFP are estimates only and impose no obligation on WRTA, either minimum or maximum, to purchase all services contained in this RFP.

### **SECTION 5 SCOPE OF WORK**

#### 5.1 Introduction

The WRTA provides both fixed route bus and demand response paratransit van service in 37 communities within Worcester County. Fixed Route services are accomplished using fifty-seven 35' (45 buses) and 40' (12 buses) Gillig buses, three Ram ProMaster and four Ford E350 vans. Demand Response services are accomplished using fifty-two Ford E350 vans.

The WRTA is seeking proposals from qualified professional Graphic fabricators and installers for the application of the WRTA's new logo, color scheme and design elements on its fleet of revenue and non-revenue vehicles. The work encompasses applying multi-color graphics onto both fixed route buses, demand response vans and certain support vehicles. The successful contractor shall provide all labor, materials, supplies, equipment and tools necessary to furnish WRTA with custom cut-vinyl decals (logos, lettering, stripe packages, etc.), bus wrap repairs, installation and removal of old decals through a mix of full and partial vinyl wraps as described below.

Full Wrap Coverage Buses: Full wraps will be required for each bus that was manufactured prior to 2020. The vendor will be responsible for removing existing logos and striping then fabricating and installing a full wrap with the new logo and design. The wrap extends from the roofline to the lower panels and typically includes all side panels, back panels, and the front of the bus. The windows will not be wrapped for the new logo and striping.

Full Wrap Coverage Vans: The WRTA will decide on a case by case basis to fully wrap certain vans that may be reaching the end of their useful lives. These vans are currently painted blue with the current WRTA logo and design. The vendor will be responsible for removing the existing logo and design then fabricating and installing a full wrap with the WRTA's new logo and design.

Partial Wrap Coverage Buses: Partial wraps will be required for the existing bus fleet manufactured beginning in 2020 and for new buses delivered during the term of the agreement. Existing buses will have their striping and logos removed by the vendor and then painted a new base color by WRTA's in-house contractor. Once painting is completed, vendor will return to fabricate and install the new logo and design on the newly painted bus. New buses delivered during the term of the agreement will come in the WRTA's new base color ready for vendor to install the new logo and design.

Partial Wrap Coverage Vans: Partial wraps will be required for existing vans that have a base coat of white and for new vans delivered during the term of the agreement. In addition, certain vans previously fully wrapped by the coach builder will need the wrap removed by the contractor and the new logo and design fabricated and installed. Prior to installing the new wrap, WRTA's in-house contractor may need to paint a section of the van the WRTA's new base color.

While the WRTA does not have an established completion deadline for the installation of the initial order of graphics packages, the WRTA strongly prefers that all installations be completed as soon as possible, but no later than June 30, 2026. WRTA requires that one fixed route bus be fully wrapped in time for its branding relaunch on February 13, 2026. A final completion schedule for the entire fleet will be mutually agreed upon between the WRTA and the successful vendor.

During the term of the agreement, the successful vendor will be responsible for ongoing maintenance of the vinyl graphics, including replacing damaged logos as determined by the WRTA.

All services performed under the resulting agreement must be performed in an air conditioned environment at the WRTA's maintenance and operations facility located at 42 Quinsigamond Ave, Worcester, MA 01610. The facility is generally available 24 hours a day, 7 days per week. The WRTA will not pay a premium for any work done during off-peak hours. Off peak hours include Monday-Friday 5:00pm – 6:00am or anytime during weekends.

The quantity, vehicle types, approximate square footage of graphics needed per vehicle is described as follows. The square footage listed is for a full wrap. Illustrations and photographs are included in EXHIBIT K

**Table 1**

<b>Vehicle Type</b>	<b>Approximate Square Footage of Graphics</b>
Gillig 35' Bus	255
Gillig 40' Bus	340
Ford Single Rear Wheel Van	131
Ford Dual Rear Wheel Van	TBD by Contractor Prior to Bid Submission
Ram ProMaster	TBD by Contractor Prior to Bid Submission

It is the responsibility of each respondent to this RFP to confirm the square footage of graphics needed for each vehicle type. No adjustments to costs will be considered based on approximate amounts shown above. Respondents are encouraged to attend the scheduled pre-proposal meeting in order to take their own field measurements.

The following table illustrates the approximate number of vehicles, by type and size that will require either a full wrap, partial wrap, or logo's only.

**Table 2**

Vehicle Type	# of Vehicles	Partial Wrap	Full Wrap	Logo Only
35' Diesel	42	36	6	
35' Hybrid / Diesel	4		4	
40' Diesel	-			
40' Hybrid / Diesel	12	6	6	
Cutaway Vans (Single Rear Axle – Type E)	41	28	13	
Cutaway Vans (Double Rear Axle – Type E2)	15	2	13	
Low-Floor Vans	3	3		
Inspector Vehicles – Ford Escapes/Explorers	10			10

**\*Inspector vehicles will only require decals for driver and passenger side doors**

In addition to the existing fleet in the table above, pricing is requested to supply services described in this scope for vehicles arriving in subsequent years.

## 5.2 Specifications

### A. Production, Installation and Removal:

- 1) Upon contract startup, or when necessary, WRTA shall provide artwork for reproduction in a mutually acceptable digital file format.
- 2) Contractor will create installation layouts to scale which include measurements indicating precise placement of decals. All installations must comply with these detailed installation layouts. Both a hardcopy and an electronic file of the installation layouts for each type of vehicle will be maintained in Contractor's files. Contractor will provide hardcopies and electronic files (PDFs) of all installation layouts, along with digital photos of actual installations on agency vehicles, to WRTA within two (2) weeks of installation date. Said files will be updated as WRTA's requirements change.
- 3) Decals shall be produced, used and cared for in compliance with the appropriate product and instruction bulletins issued by the manufacturer.
- 4) Installation and removal services must be performed by a trained, professional applicator. Contractor shall respond to WRTA's requests (oral or written) for such services within twenty-four (24) hours and shall be available to perform

the service within seventy-two (72) hours. Contractor shall coordinate with WRTA when setting up these appointments so that WRTA may ensure vehicles are ready for service. Contractor shall keep all scheduled appointments. WRTA will not be charged a premium for any service required on a weekend.

- 5) Contractor shall ensure vehicle surfaces are free of any adhesive residue after decal removal and shall be liable for any excessive or unusual surface damage caused during the removal process. Should paint peeling or paint/body damage be discovered upon application, Contractor must immediately notify WRTA before continuing with the removal process. WRTA personnel will assess the vehicle condition and advise Contractor how to proceed.
- 6) Installation must be free of defects with no bubbles larger than 3mm in diameter and no wrinkles that are visible from 5 feet or greater. All items must be aligned correctly, both vertically and horizontally, to within a 1/8" tolerance. In the event WRTA identifies any defects after installation, Contractor will be responsible for all costs to remedy such defects including the cost of materials, manufacturing and installation.
- 7) Product shall have an effective performance life of five (5) years upon installation against, fading, discoloration, crazing, peeling, degradation due to extreme temperatures, road chemicals, street salts and pitting beyond what constitutes "normal" decal aging.
- 8) The product shall be installed in accordance with the manufacturers recommended best practices for surface preparation and product application.
- 9) The product shall be applied in a manner that does not inhibit the opening of all doors and access panels nor shall routine opening cause damage to the product applied.
- 10) The manufacturer projected degradation of material and color samples shall be submitted with the bid and will be considered in the award.
- 11) The product supplied is required to have superior resistance to abrasion as vehicles are washed daily with brushes.
- 12) Four (4) digit vehicle numbers (white) shall be applied on all four sides of each vehicle using reflective 5 1/4 H x 4W inch Helvetica Medium font numerals.
- 13) Handicapped Accessibility, Bus Kneeling, Pedestrian Crossing, Worcester Police Department decals shall be removed and reapplied where applicable.

**B. Product Description:**

- 1) The product utilized shall be a Five (5) Year Vinyl with a Five (5) Year Overlamine.



## 2) Five (5) Year Vinyl

- a) Product Description: 2 mil films that offer versatility along with slidable, positionable, pressure activated adhesive. Films must durable, removable films with excellent hiding power and stability making them appropriate for fleet graphics to include surfaces with corrugations and rivets.
- b) Film must be adhesive with air release channels for fast and easy, bubble free graphic installation.
- c) Physical Characteristics:

**Table 3**

Characteristic	Value	
Film	Vinyl	
Film Color	White Opaque	
Thickness	Without adhesive 2 mil (0.5 mm) With adhesive 3 - 4 mil (0.8-0.10 mm)	
Adhesive Color	Gray	
Liner	Polyethylene-coated paper	
Adhesion Typical	Substrate	Adhesion
24 Hours after Application	ABS	4.2 lbs/inch (0.75 kg/cm)
	Acrylic enamel	3.5 lbs/inch (0.63 kg/cm)
	Aluminum anodized	7.9 lbs/inch (1.42 kg/cm)
	Aluminum etched	5.2 lbs/inch (0.93 kg/cm)
	Chrome	4.8 lbs/inch (0.87 kg/cm)
	Fruehauf pre-painted panels	4.0 lbs/inch (0.7 kg/cm)
Tensile strength	5 pounds/inch at 73°F (0.9 kg/cm at 23°C)	
Chemical Resistance	Resists mild alkalis, mild acids and salt	
	Excellent resistance to water (does not include immersion)	
	Resists occasional fuel spills	

## 3) Five (5) Year Overlamine

- a) Product Description: Overlamine must be 2 mil films that provide additional ultraviolet and durable physical protection for selected graphic construction, designed for cold roll laminate only.
- b) Physical Characteristics

**Table 4**

Characteristic	Description
Film Color	Clear
Adhesive	Pressure sensitive, clear
Liner	78 pound paper
Thickness	Without adhesive 2 mil (0.5 mm) With adhesive 3-4 mil (0.8-0.10 mm)
Tensile strength	5 pounds/inch at 73°F (0.9 kg/cm at 23°C)
Dimensional Stability	0.15 inch (0.4 mm)
Service Temperature Range	-65° to +225° F (-54° to 107°C)
Chemical Resistance	Resists mild alkalis, mild acids and salt
	Excellent resistance to water
	Resists petroleum vapors

#### 4) Color Specifications

In addition to White, the following Pantone® colors are included in the logo and design scheme:

**Table 5**

Color	Pantone®
Blue	288C
Orange (bus)	4010C
Dark Orange (van)	7578C
Blue Gradient	2728C
Bus Base Paint Color	Axalta 974781 EX Proton Blue

It will be the contractor's responsibility to print the Pantone® colors on swatches of vinyl for consistency

### 5.3 Other Requirements

#### A. On-Call Services

The Contractor will be required to perform on-call services from time-to-time. Services include, but are not limited to: fabricating and/or installing advertising signage on WRTA revenue vehicles; fabricating miscellaneous safety, regulatory, and informational signage/decals; and replacing and/or repairing damaged graphics on vehicles. Total pricing for on-call services will be requested prior to the issuance of a purchase order.

## SECTION 6. STANDARD TERMS AND CONDITIONS

### 6.1 Invoicing

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

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

### 6.2 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and proper venue for legal action regarding the Contract shall be a court of competent jurisdiction within the State in which the WRTA is located.

### 6.3 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.

### 6.4 Alteration or Variation of Terms

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

### 6.5 Assignability

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

### 6.6 Compliance with Statute

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

### 6.7 Insurance Requirements

By signing its proposal, Proposer acknowledges that upon contract award Proposer shall obtain and maintain in full force and effect during the term of the Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to WRTA, as set forth below:

General Liability

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

Automobile Liability

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

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

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

\$1,000,000 per occurrence

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 shall include a Waiver of Subrogation on behalf of the WRTA on all lines of coverage. Insured's coverage shall be primary and noncontributory. Certificates evidencing all such coverages shall be provided to the WRTA upon the execution of the Agreement. Each such certificate shall specifically refer to the Agreement and shall state that such insurance is as required by the Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Agreement and shall be grounds for immediate termination.

6.8 Warranty

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

6.9 Federal Contract Clauses

The goods and / or services covered by this RFP are being funded in part with funds from the U.S. Department of Transportation, Federal Transit Administration, and the Commonwealth of

Massachusetts Department of Transportation. By submitting a proposal, the proposer agrees to comply with the clauses found in EXHIBIT H – Federal Contract Clauses.

6.10 Davis-Bacon

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

6.11 Rights and Remedies of WRTA for Default

In the event any item furnished by the Proposer in the performance of the contract should fail to conform to specifications therefore, or to the sample submitted by the Proposer with his bid, the WRTA may reject the same, and it shall thereupon become the duty of the Proposer to reclaim and remove the same, without expense to the WRTA, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the Proposer fail, neglect or refuse so to do the WRTA shall have the right to purchase on the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Proposer the difference between the prices named in the contract or Task order and make the actual cost thereof to the WRTA. In the event the Proposer shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the WRTA to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. Cost of delivery of an item which does not meet specifications, will be the responsibility of the Proposer. The rights and remedies of the WRTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

6.12 Severability

Should any part of the Contract 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 which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

6.13 Limitation on Funding

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

6.14 Evaluation Results

Evaluation results are available for inspection at the office of the WRTA located at:  
60 Foster Street  
Worcester, MA 01608

6.15 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 its Advisory Board, throughout our organization, and to the DBE and non-DBE business communities that perform work on our DOT-assisted contracts. Distribution has been accomplished via our website [www.therta.com](http://www.therta.com), inclusion with procurement documents, and through outreach to community organizations.

#### 6.16 Bid Protest Procedures

WRTA has established procurement protest procedures to ensure uniform, timely, and fair consideration of complaints received by WRTA concerning its procurement activities. Such procedures are found in EXHIBIT I - Protest Procedures.

**EXHIBIT A**  
**PROSPECTIVE PROPOSER FACT SHEET**

Name of Contractor: \_\_\_\_\_

Contractor Tax ID#: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Contractor's License #: \_\_\_\_\_ Type: \_\_\_\_\_ (as applicable)

Contractor Does Business As:      ☐ Individual              ☐ Partnership              ☐ Corporation  
   ☐ Government              ☐ Fiduciary              ☐ Other \_\_\_\_\_

Contractor is a:              ☐ Resident              ☐ Non-Resident of Massachusetts

- 1) Are you or your firm authorized to business in Massachusetts?      ☐ Yes ☐ No
- 2) Are you or your firm a certified DBE?                                      ☐ Yes ☐ No
- 3) Is this a local business?    ☐ Yes ☐ No
- 4) This firm has been in continuous business under the present name for \_\_\_\_ years.

- End Exhibit A -

**EXHIBIT B**

**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP

I, \_\_\_\_\_, am the  
\_\_\_\_\_  
(Position / Title) of \_\_\_\_\_,  
(Company)

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



## **EXHIBIT C**

### **CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

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

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

- End Exhibit C -

## EXHIBIT D

### CUSTOMER REFERENCES

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

1. ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATES OF SERVICE: \_\_\_\_\_

TOTAL DOLLAR VALUE: \_\_\_\_\_

SCOPE OF JOB: \_\_\_\_\_

2. ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATES OF SERVICE: \_\_\_\_\_

TOTAL DOLLAR VALUE: \_\_\_\_\_

SCOPE OF JOB: \_\_\_\_\_

3. ENTITY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

EMAIL ADDRESS:

DATES OF SERVICE:

TOTAL DOLLAR VALUE:

SCOPE OF JOB:

- End Exhibit D -

## EXHIBIT E

# WORCESTER REGIONAL TRANSIT AUTHORITY

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

### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

*Applies to All Contracts >\$25,000*

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

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

Executive Order 12549

Executive Order 12689

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

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

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

- End Exhibit E -

## EXHIBIT F

# WORCESTER REGIONAL TRANSIT AUTHORITY

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

### **LOBBYING RESTRICTIONS**

*Applies to All Contracts >\$100,000*

31 U.S.C. § 1352

2 C.F.R. § 200.450

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

49 C.F.R. part 20

### **Lobbying Restrictions**

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

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

EXHIBIT G

WORCESTER REGIONAL TRANSIT AUTHORITY

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

**BUY AMERICA REQUIREMENTS**

*Applies to Contracts >\$150,000*

49 U.S.C. 5323(j)

49 C.F.R. part 661

**Buy America**

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*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*Certificate of Non-Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



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

Company  
Name  
Title

***In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications :***

*Certificate of Compliance with Buy America Rolling Stock Requirements*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

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

Date  
Signature  
Company  
Name  
Title

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

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

Date  
Signature  
Company  
Name  
Title

- End Exhibit G -

## EXHIBIT H

### 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
20. SAFE OPERATION OF MOTOR VEHICLES
21. AMERICANS WITH DISABILITIES ACT (ADA) ACCESS
22. CONFORMANCE WITH ITS NATIONAL INFRASTRUCTURE

#### **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 compete 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 E 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.**

**SEE EXHIBIT G FOR BUY AMERICA CERTIFICATIONS:**

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 >\$250,000*  
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 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.

**SEE EXHIBIT F 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The WRTA's overall goal for DBE participation is 1.22%.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the WRTA deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
  - (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. **PROMPT PAYMENT** - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the WRTA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify the WRTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the WRTA.

**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.

## **20. SAFE OPERATION OF MOTOR VEHICLES** – *Applies to All Procurement Types*

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

**Seat Belt Use:** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or WRTA.

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

## **21. AMERICANS WITH DISABILITIES ACT (ADA)** - *Applies to All Procurement Types*

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

**22. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE** - *Applies to All Procurement Types*

ITS projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

**- End Exhibit H -**

## **EXHIBIT I**

### **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 protester.
- 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 I –**



**EXHIBIT J**  
**COST PROPOSAL**

**(Next Page)**

## COST PROPOSAL

Scoring for competitive proposals will use standardized cost scoring formula to ensure fairness:

$$\text{Assigned Points (Z)} = \frac{\text{Lowest Cost Proposal Price (L)}}{\text{Proposal Being Ranged Total Cost (R)}} \times \text{Total Points Available}$$

### Full Wrap - Bus

Vehicle Type	Quantity	Unit Price	Extended Price
35' Diesel	6	\$	\$
35' Hybrid / Diesel	4	\$	\$
40' Hybrid Diesel	6	\$	\$
Package Total (A)			\$

**Partial Wrap – Bus** (please refer to section 5.1 of the RFP for the different requirements for the existing fleet and the new fleet)

Vehicle Type	Quantity	Unit Price	Extended Price
35' Diesel (existing fleet)	29	\$	\$
35' Diesel (new fleet)	7	\$	\$
40' Hybrid Diesel (new fleet)	6	\$	\$
Package Total (B)			\$

### Full Wrap – Van (quantities not guaranteed)

Vehicle Type	Quantity	Unit Price	Extended Price
Ford Cutaway Van Single Axel	13	\$	\$
Ford Cutaway Van Dual Axel	13	\$	\$
Package Total (C)			\$

### Partial Wrap – Van / Support

Vehicle Type	Quantity	Unit Price	Extended Price
Ford Cutaway Van Single Axel	28	\$	\$
Ford Cutaway Van Dual Axel	2	\$	\$
Ram ProMaster Low Floor	3	\$	\$
Support Vehicle (Logo Only)	10	\$	\$
Package Total (D)			\$

<b>Package Total All (A+B+C+D)*</b>	<b>\$</b>
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\*This amount will be scored during the evaluation phase

<b>On-Call Services – Fully Burdened Hourly Rate</b>	<b>\$</b>
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(1)Pricing for on-call services will not be considered in the evaluation process

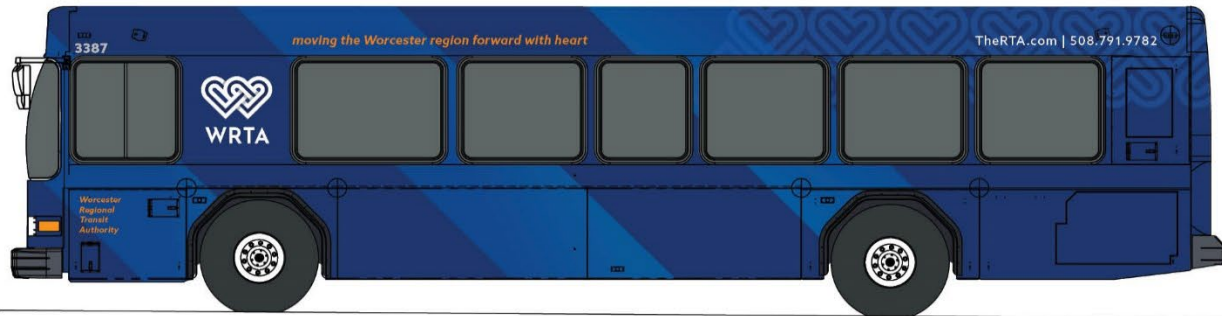
(2) Unit pricing for partial bus wraps, partial van wraps, and support vehicle logo's will be fixed for the first three years of the contract.

**EXHIBIT K**  
**VEHICLE ILLUSTRATIONS & PHOTOGRAPHS**

**(Next Page)**



# 35' Diesel



## WRTA BLUE

**CMYK:** 100/88/27/19

**RGB:** 30/55/108

**HEX:** 1e376c

**PMS:** Pantone 288C



## WRTA ORANGE

**CMYK:** 3/60/100

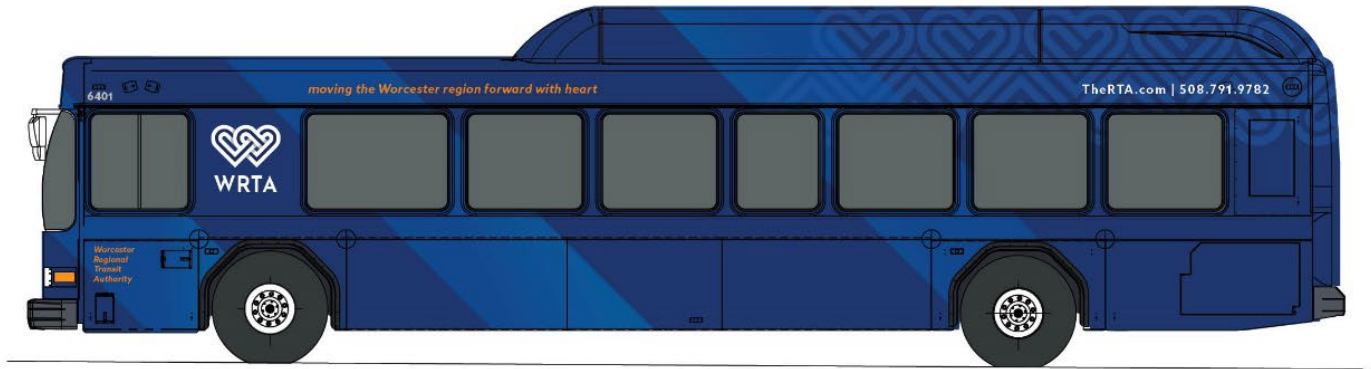
**RGB:** 239/129/34

**HEX:** ef8122

**PMS:** 4010C



# 40' Hybrid\*



## WRTA BLUE

CMYK: 100/88/27/19

RGB: 30/55/108

HEX: 1e376c

PMS: Pantone 288C



## WRTA ORANGE

CMYK: 3/60/100/0

RGB: 239/129/34

HEX: ef8122

PMS: 4010C

**\*Hybrid buses are consistent in design with the standard fleet, with the sole distinction being the hybrid pontoon component, which is identical in size and configuration on both the 35-foot and 40-foot models.**





# Cutaway Van



## WRTA BLUE

**CMYK:** 100/88/27/19

**RGB:** 30/55/108

**HEX:** 1e376c

**PMS:** Pantone 288C



## WRTA DARK ORANGE

**CMYK:** 5/77/100/0

**RGB:** 230/96/37

**HEX:** e66025

**PMS:** 7578C



# Support Vehicle



# WRTA

## Logo Variations



### WRTA BASE BLUE

**CMYK:** 100/88/27/19

**RGB:** 30/55/108

**HEX:** 1e376c

**PMS:** 288C



### WRTA LIGHTER BLUE

**CMYK:** 97/77/0/0

**RGB:** 0/71/187

**HEX:** 0047bbf

**PMS:** 2728 C



### WRTA ORANGE

**CMYK:** 3/60/100/0

**RGB:** 239/129/34

**HEX:** ef8122

**PMS:** 4010C



### WRTA DARK ORANGE

**CMYK:** 5/77/100/0

**RGB:** 230/96/37

**HEX:** e66025

**PMS:** 7578C



WRTA logo\_stacked\_blue



WRTA logo\_horizontal\_blue



WRTA logo + name\_horizontal\_blue + drk orange



WRTA logo + name\_horizontal\_blue



WRTA logo\_stacked\_white



WRTA logo\_horizontal\_white



WRTA logo + name\_horizontal\_white + orange

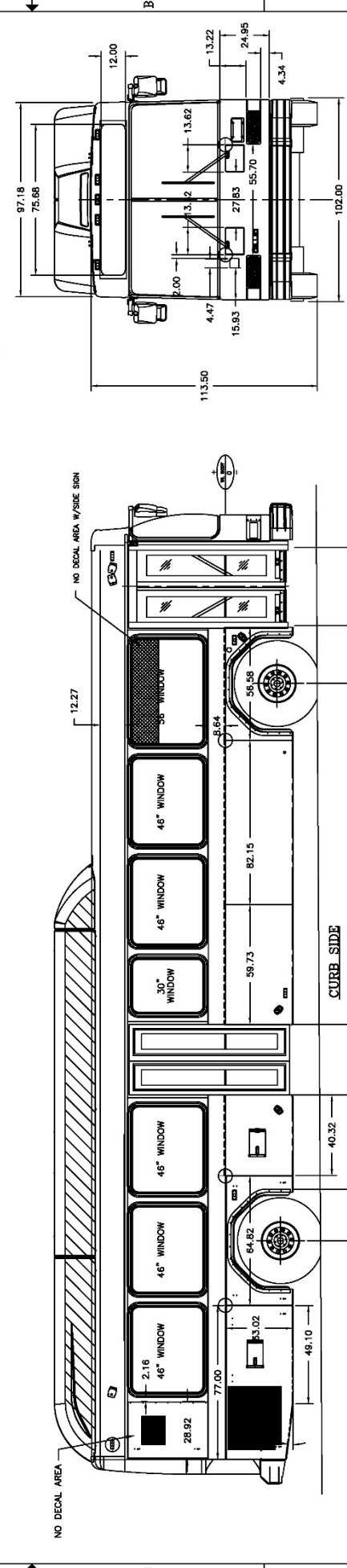
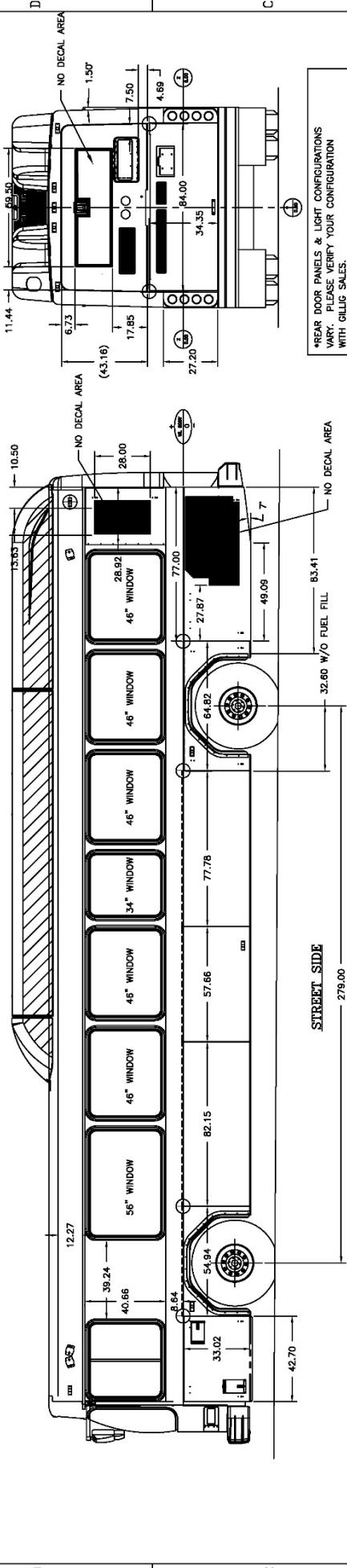


WRTA logo + name\_horizontal\_white





REV	DATE	DESCRIPTION	BY	CHKD
1	01-29-24	ADDED 5 TANK FAIRINGS (OPTIONAL)	AM	PP
2	01-29-24	ADDED LOW MTD LED LAMP ABOVE DOOR	AM	PP
3	01-29-24	ADDED OPTION FOR 17 X 50" REAR AIRFLOW	AM	PP
4	01-29-24	ADDED OPTION FOR 17 X 50" REAR AIRFLOW	AM	PP
5	01-29-24	ADDED OPTION FOR 17 X 50" REAR AIRFLOW	AM	PP
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100	01-29-24	ADDED OPTION FOR 17 X 50" REAR AIRFLOW	AM	PP



ITEM	NO.	DESCRIPTION	QTY
1	1	CHASSIS	1
2	1	ENGINE	1
3	1	TRANSMISSION	1
4	1	AXLES	1
5	1	WHEELS	1
6	1	TIRES	1
7	1	DOOR	1
8	1	WINDSHIELD	1
9	1	ROOF	1
10	1	FLOOR	1
11	1	WALLS	1
12	1	CEILING	1
13	1	INTERIOR	1
14	1	EXTERIOR	1
15	1	PAINT	1
16	1	FINISH	1
17	1	ASSEMBLY	1
18	1	DISASSEMBLY	1
19	1	REPAIR	1
20	1	MAINTENANCE	1
21	1	OPERATION	1
22	1	SALES	1
23	1	SUPPORT	1
24	1	TRAINING	1
25	1	LOGISTICS	1
26	1	FINANCIAL	1
27	1	LEGAL	1
28	1	COMPLIANCE	1
29	1	SAFETY	1
30	1	ENVIRONMENTAL	1
31	1	QUALITY	1
32	1	INVENTORY	1
33	1	ACCOUNTING	1
34	1	MARKETING	1
35	1	RESEARCH	1
36	1	DEVELOPMENT	1
37	1	TESTING	1
38	1	VALIDATION	1
39	1	IMPLEMENTATION	1
40	1	MONITORING	1
41	1	EVALUATION	1
42	1	IMPROVEMENT	1
43	1	CONTINUOUS	1
44	1	ADAPTATION	1
45	1	EVOLUTION	1
46	1	TRANSFORMATION	1
47	1	REINVENTION	1
48	1	DISRUPTION	1
49	1	INNOVATION	1
50	1	CREATION	1
51	1	DESTRUCTION	1
52	1	RECONSTRUCTION	1
53	1	REPAIR	1
54	1	REBUILD	1
55	1	RENEW	1
56	1	REGENERATE	1
57	1	REPRODUCE	1
58	1	REPLICATE	1
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98	1	REPLICATE	1
99	1	REPLICATE	1
100	1	REPLICATE	1

NOTES:

- FOR DRAWING W/O DIMENSIONS, TURN OFF LAYER DIM.
- WINDOW SIZES SHOWN ARE FOR OPENING WIDTH, NOT FOR GLAZING SIZE.
- FOR DRAWING W/O OPTIONS, TURN OFF THOSE LAYERS THAT DON'T APPLY.

- End Exhibit K -

**EXHIBIT L**  
**AGREEMENT**

**(Next Page)**

## **WORCESTER REGIONAL TRANSIT AUTHORITY**

### **AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2026 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 proposals for Vehicle Graphic Fabrication and Installation, hereinafter “the Project”; and

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

WHEREAS, the WRTA has decided to award the contract 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 Request for Proposals (RFP # 2026-03), and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of \_\_\_\_\_, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The WRTA shall pay the CONTRACTOR as full compensation for the performance of 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
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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

\_\_\_\_\_  
Joshua Rickman

CONTRACTOR:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

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- End Exhibit L -