Worcester Regional Transit Authority

Invitation for Bids (IFB) # 2027-05

FOR

Trip Planning Kiosk

BIDS DUE:
Thursday, December 29, 2026
@ 2:00 PM

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

CONTACT:
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SECTION 1. GENERAL INFORMATION

The Worcester Regional Transit Authority (WRTA) is seeking a qualified vendor to furnish, deliver, install, configure, integrate, test, and provide ongoing support and maintenance for an interactive transit trip-planning kiosk at a WRTA facility. The kiosk shall provide customers with an intuitive, accessible, and reliable means of obtaining real-time transit information, planning trips, viewing routes and schedules, and accessing other customer information.

The WRTA anticipates the procurement of three (3) interactive transit information kiosk for installation at the WRTA Central Hub, located at 60 Foster Street, Worcester, Massachusetts, or another location designated by the WRTA. The proposed system shall be suitable for continuous public use in a transit-center environment and shall be capable of future expansion and functionality.

The WRTA is identifying the Connectpoint SmartStop® as a basis-of-design product for this procurement. Approved equals will be considered, provided that the proposed product meets or exceeds all functional, technical, accessibility, durability, integration, installation, warranty, and support requirements identified in the Scope of Work. The reference to a basis-of-design product is intended to establish the minimum level of functionality and quality required and shall not be interpreted as a requirement to provide a specific manufacturer's product.

SECTION 2. INSTRUCTIONS TO BIDDERS

2.1 Preparation of IFB

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

2.2 IFB Documents

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

- Exhibit A – Prospective Bidder Fact Sheet
- Exhibit B – Non-Collusion Declaration
- Exhibit C – Certification as to Payment of State Taxes
- Exhibit D – Customer References
- Exhibit E – Government-Wide Debarment / Suspension
- Exhibit F – Lobbying Certification
- Exhibit G – Buy America Certification
- Exhibit H – Federal Contract Clauses
- Exhibit I – Protest Procedures
- Exhibit J – Cost Proposal / Option-year Pricing
- Exhibit K – Agreement for Goods and Services

2.3 IFB Process Schedule

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

The proposed schedule for submittal reviews and notification is as follows: Please note EST is Eastern Standard Time;

Activity	Date
Release and Advertise IFB	November 25, 2026
Deadline for Written Questions	December 4, 2026
Response to Questions	December 11, 2026
Deadline of Issuance of Updates and Addenda	December 11, 2026
Deadline for Submittals	December 29, 2026 by 2pm EST
Approximate Conditional Award Date	January 7, 2027

2.4 Submission of Bid to IFB

Bidders shall submit the following:

- Offeror Information – Proposal shall include the fully completed *Prospective Proposer Fact Sheet* form included in Exhibit A of this IFB.

- Non-Collusion Declaration – Proposal shall include the fully completed and signed *Non-Collusion Declaration* included in Exhibit B of this IFB.

- 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 IFB.

- Customer References – Proposal shall include the *Customer References* form included in Exhibit D of this IFB. **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 IFB.

- Lobbying Certification – Proposal shall include the fully completed and signed *Lobbying Certification* included in Exhibit F of this IFB.

- Buy America Certification – Proposal shall include the fully completed and signed *Buy America Certification* included in Exhibit G of this IFB.

- Cost Proposal – Proposal shall include the fully completed *Cost Proposal* form included as Exhibit J

Bids to the IFB shall be delivered in a **sealed envelope clearly marked as IFB #2027-05 Trip Planning Kiosk**, addressed to:

John Bianchi, Manager of Grants and Procurement
Worcester Regional Transit Authority
60 Foster Street
Worcester, MA 01608

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

2.5 Pre-Bid Site Visit

No pre-bid site visit will be scheduled.

2.6 Public Opening of IFB

There will be a public opening for this IFB on Monday, December 29, 2026, at 2:00 p.m. EST at the WRTA office at 60 Foster Street, Worcester, MA 01608. Bidders and their representatives are welcome to attend.

2.7 Multiple Bids

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

2.8 Updates and Addenda

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

Bidders shall be responsible for continually checking the WRTA's website at www.therta.com for the most current information regarding this IFB. Current information may be in the form of an update or formal addendum. Updates and / or addenda will be posted on the above-mentioned website by December 11, 2026 at 11:59 p.m. EST.

2.9 Late Bids

All bids to the IFB must be delivered in person or received by mail no later than December 29, 2026 by 2pm EST. Bidders shall be responsible for the timely delivery of their IFB's. Bids received after the deadline will not be considered.

2.10 Point of Contact

All correspondence regarding this IFB shall be directed in writing to John Bianchi who may be reached by email at Jbianchi@therta.com. No other individual has the authority to respond to any questions submitted unless specifically authorized by John Bianchi. Failure to adhere to this process may disqualify the Bidder.

2.11 Non-Collusion Declaration

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

2.12 References

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

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

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

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

2.16 IFB Evaluation Criteria
If an award is made, it will be made to the responsive and responsible bidder offering the lowest total price for all services required. In addition to total price, other factors including prior performance may be considered. The WRTA may choose to award contracts to more than one bidder and assign any number of bus stops or bus shelters it chooses to each successful bidder.

Bidder shall submit **EXHIBIT J – Cost Proposal Form**

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

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

2.18 Notification of Withdrawals of Bids to IFBs

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

2.19 Interpretation

Should any discrepancies or omissions be found in the IFB specifications / requirements, or doubt as to their meaning, the Bidder shall notify the WRTA in writing at once (email is acceptable). The WRTA will post updates or addenda on its website (www.therta.com). The WRTA shall not be responsible for oral interpretations. Questions must be received by December 4, 2026. All addenda issued shall be incorporated in the Contract.

2.20 Notice of Intent to Award

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

2.21 Execution of Agreement

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

2.22 Proprietary Information

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

2.23 Exceptions and / or Deviations

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

SECTION 3. SPECIFICATIONS AND REQUIREMENTS

3.1 General Description

The WRTA intends to procure three (3) interactive trip-planning kiosks as the base purchase. The WRTA may, at its sole discretion, exercise options to purchase up to three (3) additional interactive trip-planning kiosks during the five (5) year period following the initial contract award. The additional kiosks shall be of the same model and configuration as the base-year kiosk or an approved equal that meets or exceeds the requirements of the Scope of Work. Any

proposed substitution due to product availability, obsolescence, or manufacturer discontinuation shall be subject to WRTA approval.

The option to purchase additional kiosks may be exercised individually and at any time during the five-year contract period, subject to available funding and the WRTA's determination of need. The WRTA shall not be obligated to exercise any, or all, of the available options. The vendor shall provide firm pricing for each additional kiosk for each contract year. Option-year pricing shall include all costs necessary to furnish a complete and operational kiosk, including hardware, software, licenses, installation, configuration, data integration, communications equipment, testing, training, and warranty coverage, unless otherwise identified in the vendor's pricing proposal.

Each additional kiosk shall include the same level of functionality, technical support, maintenance, warranty, and system integration provided with the base-year kiosk.

The vendor shall maintain compatibility between all kiosks purchased under the contract and the WRTA's centralized content-management, monitoring, and transit-data systems. The WRTA shall not be required to purchase separate management platforms for each additional kiosk.

3.2 Scope of Work

The awarded vendor shall furnish and install a fully operational, freestanding interactive transit information kiosk designed for use by the general public in a transit center.

At a minimum, the kiosk shall include:

- A large-format, high-resolution, interactive touchscreen display of approximately 55 inches or greater;
- Multi-touch functionality;
- A secondary display or equivalent display area capable of presenting customer information, agency messaging, advertisements, or other content;
- Commercial-grade components designed for continuous operation;
- A durable, vandal-resistant enclosure appropriate for a public transit environment;
- An enclosure rated at a minimum of IP68, or an approved equivalent level of protection appropriate for the proposed installation environment;
- Accessibility features meeting applicable requirements of the Americans with Disabilities Act (ADA) and applicable accessibility standards;
- High-contrast, easily readable information;
- Adjustable or appropriately designed user interface elements to accommodate customers with varying abilities;
- Audio capability for accessible customer information and/or text-to-speech functionality;
- Appropriate physical and technological accommodations for customers using mobility devices; and

- All hardware, software, mounting components, power supplies, communications equipment, and other components necessary for a complete and operational installation.

The kiosk shall be designed for reliable operation in the environmental conditions expected at the installation location. The vendor shall identify all operating temperature, humidity, electrical, connectivity, and environmental requirements associated with the proposed equipment.

3.3 Transit Information and Trip Planning

The kiosk shall provide customers with an interactive means of accessing WRTA transit information, including, at a minimum:

- Real-time next-departure information;
- Scheduled departure information when real-time information is unavailable;
- WRTA route information;
- Route maps;
- Stop locations;
- Stop-specific information;
- Estimated arrival/departure times;
- Service alerts and disruptions;
- Service changes;
- System maps;
- Interactive trip planning;
- Origin and destination searches;
- Walking directions;
- Bicycling directions;
- Driving directions where applicable;
- Connections to other transit services where data is available;
- Information regarding nearby destinations and points of interest; and
- Other customer information or marketing campaigns designated by the WRTA.

The trip-planning functionality shall provide customers with clear, easy-to-follow directions and shall allow customers to identify available transit options based upon the WRTA's current service information.

Where supported by the proposed system, customers shall be able to transfer trip-planning information to a mobile device through QR code, text message, email, or comparable functionality.

3.4 Data Integration

The kiosk shall integrate with the WRTA's existing transit data systems and shall be capable of receiving and displaying real-time transit information.

The system shall support, at a minimum:

- General Transit Feed Specification (GTFS) data;
- GTFS-Realtime (GTFS-RT) data;
- Vehicle position information;
- Trip updates;
- Service alerts; and
- Other data feeds or application programming interfaces (APIs) necessary to provide accurate customer information.

The vendor shall coordinate with WRTA staff and designated technology/data vendors to establish and test all required data connections.

The vendor shall be responsible for configuring the kiosk to utilize WRTA's available transit data feeds. The vendor shall identify all required data specifications, access credentials, APIs, network requirements, or other information necessary for integration prior to installation.

The kiosk shall be capable of displaying scheduled information when real-time data is temporarily unavailable and shall automatically return to real-time information when the connection is restored.

3.5 Content Management and Remote Administration

The system shall include a cloud-based or equivalent content management system that allows authorized WRTA personnel to remotely manage and monitor the kiosk.

At a minimum, the system shall allow authorized WRTA personnel to:

- Publish customer information and announcements;
- Manage service alerts and messages;
- Update informational content;
- Schedule content for future display;
- Manage advertising or promotional content, if authorized by the WRTA;
- Monitor kiosk operational status;
- Identify connectivity or equipment failures;
- Remotely restart or troubleshoot the system where technically feasible; and
- Review system health and operational status.

The vendor shall provide WRTA staff with all necessary administrative accounts, licenses, credentials, and training required to manage the system.

3.6 Accessibility

The kiosk shall comply with all applicable federal, state, and local accessibility requirements.

The proposed system shall provide an accessible user experience for customers with disabilities, including customers with visual, auditory, cognitive, and mobility impairments.

Accessibility features shall include, as applicable:

- Text-to-speech functionality;
- Audio output;
- Accessible touchscreen operation;
- High-contrast display options;
- Readable font sizes;
- Accessible color contrast;
- Clearly identifiable controls;
- Appropriate reach ranges and operating heights;
- Audio volume controls;
- Headphone or other accessible audio connection capability, where appropriate; and
- Compatibility with applicable accessibility standards.

The vendor shall describe all accessibility features included with the proposed system and identify any optional accessibility features.

The awarded vendor will use the following links to connect with the WRTA GTFS-RT:

- https://gtfsrt.wrta.cadavl.com/ProfilGtfsRt2_0RSProducer-WRTA/Alert.pb
- https://gtfsrt.wrta.cadavl.com/ProfilGtfsRt2_0RSProducer-WRTA/TripUpdate.pb
- https://gtfsrt.wrta.cadavl.com/ProfilGtfsRt2_0RSProducer-WRTA/VehiclePosition.pb
- https://gtfsrt.wrta.cadavl.com/ProfilGtfsRt2_0RSProducer-WRTA/TripModifications.pb

3.7 Communications

The kiosk shall support reliable network connectivity through one or more of the following methods:

- Wi-Fi;
- Cellular connectivity;
- Ethernet; and/or
- Other commercially available secure network technology.

The vendor shall identify all communications equipment, services, subscriptions, SIM cards, data plans, network equipment, or other components required for operation.

Where cellular connectivity is used, the SIM card, cellular service, data plan, and associated recurring costs shall be provided by the awarded vendor.

Unless otherwise specified by the WRTA, the vendor shall be responsible for coordinating communications connectivity and ensuring that the kiosk can reliably communicate with required data and content-management systems.

3.8 Installation

The awarded vendor shall provide complete turnkey installation of the kiosk at the location designated by the WRTA. The vendor shall be responsible for delivery, placement, assembly, mounting, anchoring, electrical and communications connections, configuration, testing, commissioning, and final acceptance support.

Installation shall include, at a minimum:

- Delivery and placement of the kiosk;
- Assembly and mounting;
- Anchoring and securing the kiosk;
- Electrical connections;
- Network and communications connections;
- Software installation and configuration;
- Data-feed integration;
- Accessibility configuration;
- Testing and commissioning;
- Removal of packaging and installation debris; and
- Final cleanup of the installation area.

The vendor shall inspect the proposed installation location prior to installation and shall identify any site conditions that may affect installation, including electrical, communications, structural, clearance, or accessibility requirements.

Any required electrical or communications work shall be identified in the vendor's proposal. No additional site work shall be performed without prior written authorization from the WRTA.

The proposal shall identify the estimated installation timeframe per kiosk, including typical labor requirements, sequencing, site preparation assumptions, and the anticipated duration from delivery through commissioning.

The vendor shall provide a detailed project schedule identifying proposed dates for equipment delivery, site preparation, installation, configuration, testing, commissioning, and final acceptance. The schedule shall clearly identify any long-lead items or dependencies that could affect deployment.

The vendor shall also identify who will perform installation and whether qualified local subcontractors may be used. The awarded vendor shall remain fully responsible for the quality, coordination, and completion of all installation work, including work performed by subcontractors.

3.9 Testing and Commissioning

Prior to acceptance by the WRTA, the awarded vendor shall conduct comprehensive testing of the kiosk and all associated systems.

Testing shall include, at a minimum:

- Touchscreen functionality;
- Display functionality;
- Audio and accessibility functionality;
- Real-time arrival information;
- Scheduled information;
- Route information;
- Trip-planning functionality;
- Mapping functionality;
- Service alerts;
- Data-feed connectivity;
- Network connectivity;
- Content-management functionality;
- Remote monitoring;
- System recovery following loss of power or connectivity; and
- General system reliability.

The vendor shall correct all deficiencies identified during testing prior to final acceptance.

The WRTA reserves the right to conduct its own acceptance testing prior to final acceptance of the equipment.

3.10 Training

The awarded vendor shall provide training to designated WRTA staff prior to or immediately following system deployment.

Training shall include:

- System operation;
- Content management;
- Service-alert management;
- Trip-planning functionality;
- Accessibility features;
- System monitoring;
- Basic troubleshooting;
- Remote administration; and
- Procedures for contacting vendor technical support.

Training shall be provided at no additional cost to the WRTA.

3.11 Maintenance and Technical Support

The awarded vendor shall provide comprehensive technical support, maintenance, and remediation management for the kiosk, including hardware, displays, touchscreen components, communications equipment, software, data integration, and associated systems.

3.12 Remediation Management System

The vendor shall maintain a documented remediation management system for identifying, reporting, tracking, escalating, and resolving kiosk issues. The system shall provide the WRTA with a clear point of contact and visibility into the status of open issues, corrective actions, responsible parties, and final resolution.

The remediation process shall address, at a minimum:

- Physical or hardware failures;
- Display or touchscreen failures;
- Connectivity and communications failures;
- Data and real-time information issues;
- Software or content-management issues;
- Electrical or component failures;
- Vandalism and physical damage; and
- Other conditions affecting kiosk availability or customer information.

For each reported issue, the vendor shall document the date and time reported, issue classification, corrective action, responsible party, expected response time, and final resolution.

3.13 Hardware and Physical Issue Response

The vendor shall identify the expected response and resolution time for hardware or physical issues, including touchscreen failures, display failures, damaged components, communications equipment failures, enclosure damage, and other equipment malfunctions.

The proposal shall clearly identify:

- Expected initial response time following notification;
- Expected timeframe for diagnosis and corrective action;
- Whether the vendor will repair equipment on site or replace the affected component or kiosk;
- Who will remove defective or failed equipment or components;
- Who will install replacement equipment or components;
- The expected timeframe for shipment or delivery of replacement parts or units;
- Whether critical spare components or replacement units will be maintained in inventory or otherwise made readily available;
- Whether the vendor may utilize qualified local subcontractors to perform field service and replacement work; and

- Whether the vendor will provide WRTA personnel with training sufficient to perform agreed-upon basic troubleshooting or routine replacement activities.

The vendor shall remain responsible for coordinating and managing all corrective actions, including work performed by subcontractors.

3.14 Data and Technical Issue Response

The vendor shall establish tiered response and escalation procedures for data-related and technical issues based on the severity and operational impact of the issue.

At a minimum, issues shall be classified as Critical, Major, or Routine. The proposal shall identify the expected initial response time, escalation process, communication requirements, and target resolution or restoration timeframe for each classification.

Critical issues shall include failures that substantially affect kiosk availability, the accuracy of customer information, or core trip-planning functionality. Major issues shall include significant failures affecting important functions but allowing limited continued operation. Routine issues shall include minor defects, configuration requests, or issues that do not materially affect customer use.

The vendor shall coordinate directly with the WRTA and, as necessary, WRTA's designated technology and data providers to resolve GTFS/GTFS-RT, real-time information, communications, software, mapping, trip-planning, and content-management issues.

3.15 Annual Preventive Maintenance

The vendor shall perform preventive maintenance on each deployed kiosk at least once annually.

The annual preventive maintenance visit shall include, at a minimum:

- Cleaning of the touchscreen, displays, enclosure, ventilation areas, and accessible external components;
- Inspection of the kiosk enclosure, display, touchscreen, mounting and anchoring hardware, and overall physical condition;
- Inspection for vandalism, wear, corrosion, water intrusion, loose components, or other damage;
- Verification of display, touchscreen, audio, accessibility, and trip-planning functionality;
- Inspection and testing of communications and network equipment;
- Inspection of electrical connections and internal components, where manufacturer procedures permit;
- Verification of remote monitoring, content management, and system health functions;
- Installation of recommended software and security updates, where applicable; and

- Documentation of all inspection findings, maintenance performed, and components replaced.

The vendor shall provide the WRTA with a preventive maintenance report following each annual inspection cycle.

3.16 Vandalism and Physical Damage

The vendor shall clearly distinguish between equipment failure covered under warranty or maintenance obligations and damage resulting from vandalism, collision, abuse, theft, or other external causes.

The proposal shall identify:

- The process for reporting and documenting vandalism or physical damage;
- Who is responsible for assessing the damage;
- Who is responsible for removing damaged equipment;
- Who is responsible for providing replacement equipment or components;
- Who is responsible for installing replacement equipment or components;
- Applicable labor, material, shipping, and replacement costs not covered by warranty; and
- The expected response and restoration timeframe following a vandalism incident.

The WRTA shall not be responsible for costs associated with defects in materials, workmanship, or equipment failure otherwise covered by warranty or maintenance requirements. Responsibility for vandalism-related costs shall be clearly identified in the vendor's proposal and contract pricing.

3.17 Ongoing Support Services

The vendor shall provide:

- Remote technical support;
- Remote system monitoring;
- Software updates;
- Security updates;
- Hardware troubleshooting;
- Replacement of defective components;
- On-site service when remote resolution is not possible; and
- Coordination of warranty repairs.

The WRTA expects the kiosk to be available for public use 24 hours per day, seven days per week, except during scheduled maintenance or circumstances outside the vendor's reasonable control.

The vendor shall identify all recurring software licenses, subscriptions, connectivity charges, maintenance fees, remediation management costs, or other recurring costs associated with the proposed system.

3.18 Warranty

The vendor shall provide a comprehensive manufacturer's warranty covering the kiosk hardware, displays, touchscreen, electronic components, software, and associated equipment.

The proposal shall clearly identify:

- Warranty duration;
- Parts coverage;
- Labor coverage;
- On-site service coverage;
- Software support;
- Replacement procedures;
- Response times; and
- Any exclusions or limitations.

The WRTA prefers a minimum three-year warranty and support period with 7 one-year options for additional support. Vendors proposing alternative warranty periods shall clearly identify the proposed coverage.

3.19 Advertising and Custom Content

The kiosk shall provide the capability to display WRTA-approved informational, promotional, public service, and/or advertising content.

The system shall allow the WRTA to control the content displayed and, where applicable, schedule content by date, time, location, or other defined criteria.

The WRTA shall retain sole authority over the approval of advertising and other third-party content displayed on WRTA property. No advertising or third-party content shall be displayed without WRTA approval.

3.20 Security and Privacy

The proposed system shall incorporate reasonable cybersecurity and physical security measures appropriate for a publicly accessible transit information system.

The vendor shall:

- Protect the kiosk operating system from unauthorized user access;
- Prevent customers from accessing administrative functions;
- Apply appropriate software and security updates;

- Protect network communications;
- Prevent unauthorized modification of WRTA content;
- Secure any customer information transmitted through the kiosk; and
- Identify any personally identifiable information collected, stored, or transmitted by the system.

The kiosk shall not collect or retain customer personal information unless expressly authorized by the WRTA.

3.21 Documentation

The awarded vendor shall provide complete documentation for the installed system, including:

- Equipment specifications;
- Installation documentation;
- Electrical requirements;
- Network requirements;
- Software documentation;
- Data integration requirements;
- User and administrator manuals;
- Accessibility documentation;
- Warranty documentation;
- Maintenance procedures;
- Emergency troubleshooting procedures; and
- Vendor technical-support contact information.

3.22 Deliverables

At a minimum, the awarded vendor shall provide:

- Three (3) fully operational interactive transit trip-planning kiosk;
- All required hardware and software;
- All mounting and installation components;
- Data-feed integration;
- Content-management system access;
- Accessibility functionality;
- Network/communications equipment necessary for operation;
- Installation and commissioning;
- System testing;
- WRTA staff training;
- Warranty documentation;
- Maintenance and technical-support services; and
- Complete system documentation.

3.23 Approved Equals

The WRTA has identified the Connectpoint SmartStop® as the basis-of-design for the interactive transit information kiosk. The SmartStop® provides a large-format interactive touchscreen, real-time or scheduled departure information, route and stop information, interactive trip planning, mapping, walking/bicycling/driving directions, and customizable customer messaging.
An alternative product may be proposed as an **Approved Equal**. To be considered, an alternative shall provide functionality equal to or greater than the basis-of-design product and shall meet or exceed the requirements of this Scope of Work.

The vendor shall provide sufficient technical documentation with its proposal to allow the WRTA to determine whether the proposed alternative is an Approved Equal. The WRTA may request additional information, demonstrations, technical specifications, or product literature as necessary to evaluate equivalency.

The WRTA reserves the sole right to determine whether a proposed alternative constitutes an Approved Equal.

3.24 Basis-of-Design Minimum Technical Requirements

For purposes of evaluating Approved Equals, the basis-of-design system includes the following minimum characteristics:

Requirement	**Minimum**
Primary display	Approximately 55-inch or larger interactive touchscreen
Touch technology	Multi-touch
Primary display resolution	Minimum 1920 × 1080
Secondary display	Approximately 32-inch or equivalent
Enclosure	Outdoor/public transit grade; IP68 or approved equivalent
Connectivity	Wi-Fi, cellular, Ethernet, or equivalent
Real-time information	Required
Scheduled information	Required
GTFS/GTFS-RT integration	Required
Route information	Required
Interactive trip planning	Required
Mapping	Required
Walking directions	Required
Bicycling directions	Required
Driving directions	Required
Service alerts	Required
Remote content management	Required

Requirement	Minimum
Remote system monitoring	Required
Accessibility features	Required
Audio/text-to-speech capability	Required
Continuous operation	24/7/365
Installation	Complete turnkey installation
Training	Required
Warranty	Minimum three years preferred
Technical support	Required

The current SmartStop technical specifications identify a 55-inch primary display, 1920 × 1080 resolution, 32-inch secondary display, IP68 enclosure, Wi-Fi/cellular/Ethernet connectivity, 90–264 VAC electrical input, and maximum power consumption of 320 watts.

The vendor shall clearly identify any deviations from these requirements in its proposal. Failure to identify a deviation may be considered an acknowledgment that the proposed system meets the requirement.

SECTION 4. STANDARD TERMS AND CONDITIONS

4.1 Invoicing

The WRTA will only pay by original invoice. The WRTA will not authorize and does not participate in funding payments to a contractor prior to the incurrence of costs.

4.2 Controlling Law

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

4.3 Taxes, Charges and Extras

The WRTA is exempt from all federal excise taxes, including tax on transportation and Massachusetts's sales tax. Price(s) quoted to the WRTA shall not include said taxes. Upon request the WRTA will furnish the Contractor with a tax exemption certificate.
No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the WRTA unless expressly included and itemized in the bid.

4.4 Award

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

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

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

4.5 Alteration or Variation of Terms

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

4.6 Assignability

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

4.7 Compliance with Statute

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

4.8 Insurance Requirements

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

4.9 Warranty

The Bidder warrants to WRTA that the goods and / or services covered by this order will conform to the drawings, specifications, samples, descriptions and time provisions furnished by WRTA and will be of first-class material and workmanship and free from defects; and WRTA reserves the right to cancel the unfilled portion of this order without liability to the Bidder for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by WRTA; risk of loss before acceptance shall be on the Bidder. Defective goods rejected by WRTA may without prejudice to any other legal remedy be held at the Bidder's risk and returned to the Bidder at the Bidder's expense. Defects are not waived by acceptance of goods nor by failure to notify the Bidder thereof.

4.10 Federal Contract Clauses

The goods and / or services covered by this IFB are being funded in part with funds from the U.S. Department of Transportation, Federal Transit Administration, and the Massachusetts Department of Transportation. The enclosed Federal Contract Clauses apply to this procurement (located in **EXHIBIT H**) and will become a part of all resulting contracts. The enclosed Required Certifications (**EXHIBIT B**, **EXHIBIT C**, **EXHIBIT E, EXHIBIT F, and EXHIBIT G**) must be submitted with the bid and will become part of all resulting contracts.

4.11 Davis-Bacon

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

4.12 Rights and Remedies of WRTA for Default

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

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

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

4.13 Severability

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

4.14 Bid Results

Bid results will be made available for inspection electronically by contacting John Bianchi at Jbianchi@therta.com.

4.15 DBE Objective / Policy Statement

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

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

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

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

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

EXHIBIT A

PROSPECTIVE BIDDER FACT SHEET

Name of Contractor: _____

Contractor Tax ID#: __ __ - __ __ __ __ __ __ __

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

Contractor Does Business As: ☐ Individual ☐ Partnership ☐ Corporation ☐ Government ☐ Fiduciary ☐ Other_____

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

1) Is your firm authorized to business in Massachusetts? ☐ Yes ☐ No

2) Is your firm a certified DBE? ☐ Yes ☐ No

3) Is this a local business? ☐ Yes ☐ No

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

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

- End Exhibit A -

EXHIBIT B

WORCESTER REGIONAL TRANSIT AUTHORITY

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH IFB

I, _____, am the

_____ of _____,
(Position / Title) (Company)

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

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

_____ _____
(Date) (Signature)

- End Exhibit 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. COMPANY NAME: _____

   CONTACT PERSON: _____

   TELEPHONE NUMBER: _____

   EMAIL ADDRESS: _____

   COMPANY ADDRESS: _____

   _____

2. COMPANY NAME: _____

   CONTACT PERSON: _____

   TELEPHONE NUMBER: _____

   EMAIL ADDRESS: _____

   COMPANY ADDRESS: _____

   _____

3. COMPANY NAME: _____

   CONTACT PERSON: _____

   TELEPHONE NUMBER: _____

   EMAIL ADDRESS: _____

   COMPANY ADDRESS: _____

   _____

- End Exhibit 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 ay 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

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

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 contact 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 ay federally assisted Award.

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

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

SEE PAGE 31 FOR DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

11. VIOLATION AND BREACH OF CONTRACT – *Applies to all Contracts >$100,000*
2 C.F.R. § 200.326
2 C.F.R. part 200, Appendix II (A)

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

1. The right to take over and complete the work or any part thereof as WRTA for and at the expense of the Contractor, either directly or through other contractors;

2. The right to cancel this Contract as to any or all of the work yet to be performed;

3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

4. The right to money damages.

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

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

Disputes Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WRTA's Administrator. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide be the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

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

Performance during Dispute Unless otherwise directed by WRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the WRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the WRTA is located.

Rights and Remedies The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the WRTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix II (J)
49 C.F.R. part 20

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

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

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

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

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

SEE PAGE 32 FOR LOBBYING RESTRICTIONS CERTIFICATION

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

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

The Contractor agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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

46 U.S.C. § 55305
46 C.F.R. part 381

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

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

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

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

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

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

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

Fly America Requirements

a) Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
"United States" means the 50 States, the District of Columbia, and outlying areas.
"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

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

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

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

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

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

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

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

49 C.F.R. part 26

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

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

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the WRTA deems appropriate, which may include, but is not limited to:

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

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

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

d. PROMPT PAYMENT - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the WRTA**.** In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

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

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

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

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

2 CFR 200.216

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

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

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

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

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

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

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

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the WRTA, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the WRTA is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery,

gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with the WRTA involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

- End Exhibit 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 email) 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 email) 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 after the posting of the Notice of Award is made to participating bidders.

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 email) 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)

Worcester Regional Transit Authority
IFB #2027-05 - Trip Planning Kiosk
Exhibit J - Cost Proposal

The vendor shall provide the following <u>per unit</u> pricing:

Item	Base Year	Option Year 1 - Calendar Year 2028	Option Year 2 - Calendar Year 2029	Option Year 3 - Calendar Year 2030	Option Year 4 - Calendar Year 2031	Option Year 5 - Calendar Year 2032
Trip-Planning Kiosk						
Installation						
Annual Software / License						
Annual Maintenance / Support						
Cellular/Communications (if applicable)						
Other Recurring Costs						
Number of Units	3					
Total Cost (Basis of Award)	$ -	$ -	$ -	$ -	$ -	$ -

Award of a contract will made to the responsive and responsible bidder offering the lowest total price for all items shown in the **<u>Base Year</u>**.

For the purposes of this IFB, the WRTA may purchase up to three (3) additional kiosks over the five-year period. The WRTA may purchase fewer than three kiosks, may purchase multiple kiosks in a single contract year, or may elect not to exercise any option.

Option-year pricing shall remain firm for the applicable contract year. The vendor shall identify any proposed escalation in subsequent option years. No price increases shall become effective without written approval from the WRTA.

The WRTA may exercise an option through written notice to the awarded vendor. The exercise of an option shall be subject to the availability of funding and all applicable procurement requirements

The five-year option period is intended to allow the WRTA to expand its interactive passenger information network as funding, ridership needs, and system priorities warrant

EXHIBIT K

WORCESTER REGIONAL TRANSIT AUTHORITY

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 202__ by and between the WORCESTER REGIONAL TRANSIT AUTHORITY a body politic duly organized under the laws of Massachusetts and having a usual place of business at 60 Foster Street Worcester, Massachusetts, hereinafter referred to as the "WRTA", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the WRTA invited the submission of bids for the removal of snow from its bus stops and bus shelters, hereinafter "the Project"; and

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

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation for Bid **as IFB #2027-05 # Trip Planning Kiosk**), and the CONTRACTOR's Bid. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.

2. THE WORK. The Work consists of _____, as more fully described in the Contract Documents as defined above.

3. TERM OF CONTRACT. This Agreement shall be in effect from _____and shall expire on _____, unless terminated earlier pursuant to the terms hereof.

4. COMPENSATION.
   A. The WRTA shall pay the CONTRACTOR as full compensation for the performance of services outlined in Section 2 above.

      Year 1 and Year 2 rates are fixed as provided in Exhibit B; any extensions will be negotiated between the parties upon request by the WRTA of a cost proposal form from the CONTRACTOR.

B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the WRTA from any and all claims and liabilities under this Agreement.

C. Neither the WRTA's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the WRTA under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The WRTA shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year.

5. PAYMENT OF COMPENSATION. The WRTA shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE WRTA. The WRTA's liability hereunder shall be to make all payments when they shall become due, and the WRTA shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the WRTA or any elected or appointed official or employee of the WRTA, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the WRTA for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the WRTA harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the WRTA, as set forth below:

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

Workers' Compensation Insurance
Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance
Minimum Coverage $1,000,000 per occurrence

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

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the WRTA, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the WRTA.

10. TERMINATION.

A. Termination for Cause. If at any time during the term of this Agreement the WRTA determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the WRTA, or by not complying with the direction of the WRTA or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the WRTA shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the WRTA harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the WRTA may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the WRTA may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the WRTA for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the WRTA.

B. Termination for Convenience. The WRTA may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this

Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the WRTA, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The WRTA shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the WRTA. Whenever requested, CONTRACTOR shall immediately furnish to the WRTA full and complete written reports of his operation under this Contract in such detail and with such information as the WRTA may request.

13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the WRTA harmless from loss on account thereof.

14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the WRTA nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the

matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

WORCESTER REGIONAL TRANSIT AUTHORITY:

By its: Administrator

_____
Joshua Rickman

CONTRACTOR:

_____
(Signature)

_____
(Name and Title)

119962

- End Exhibit K -