

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-7723-W2

DATE: November 15, 2021

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher J. Gagliastro

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: DECEMBER 1, 2021

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-7723-W2, Grounds Maintenance Services - Union Station / WRA"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Furnish all labor, materials and equipment necessary for grounds maintenance services at Union Station Transportation Center and other WRA locations as per the requirements and specifications of the Worcester Redevelopment Authority for a period of two years from date of contract. The contract may be renewed for a third year, at the sole discretion of the Worcester Redevelopment Authority, the option of which will be determined near the end of the current contract period.
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: 39-43
7. **Questions pertaining to this bid must be directed to Christopher J. Gagliastro via e-mail at gagliastroc@worcesterma.gov**

- A site visit will take place on 11/23/21 at 10:00 AM at Union Station. Meet in Grand Hall

- All references to the City of Worcester (City) and/or Owner shall refer to the Worcester Redevelopment Authority (WRA) as the City is administering this bid on behalf of the WRA.

8. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word "City" means The City of Worcester, Massachusetts.
 - (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - (d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: gagliastroc@worcesterma.gov). *No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.*
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and

acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under Massachusetts' statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event prompt pay discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.

47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted or assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ N/A

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* _____ TEL. NO. _____

NAME (PLEASE PRINT) *Contract Administrator* _____ TEL. NO. _____

FAX NUMBER _____ FAX # _____

E-MAIL (Customer Service Rep.): _____

E-MAIL (Contract Administrator): _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES ☒ NO ☐

Delivery to be made to: Worcester, MA

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Quantity	Description			Unit Price	Total Amount
		<p>Grounds maintenance services at Union Station as per the attached requirements and specifications of the Worcester Redevelopment Authority.</p> <p>All questions must be sent via email to gagliastroc@worcesterma.gov</p>				See Pricing & Specification Pages

TERMS, PROMPT PAY DISCOUNT _____% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN as required by the City DAYS FROM DATE OF NOTIFICATION BY THE CITY.

NAME OF BIDDER _____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the third contract year.

(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A THIRD YEAR OPTION, PLEASE
INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

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Grounds Maintenance Services

SECTION 1. GENERAL INFORMATION

The Worcester Redevelopment Authority (WRA) in conjunction with the City of Worcester, Dept. of Public Facilities, and the Worcester Regional Transit Authority (WRTA) is seeking professional Grounds Maintenance Services at Union Station, 2 Washington Square, and eight (8) additional remote sidewalk locations at WRA properties within the City of Worcester. These additional properties are remote from Union Station, and may be subject to additional work requests from time to time.

Due to funding provisions and procurement requirements, the WRA, City of Worcester, Commonwealth of Massachusetts, and WRTA each require distinct documentation be submitted with this solicitation. As such, invoicing shall be structured to break out the cost of Snow Removal and Treatment at Remote Sidewalk locations.

The WRA is an Equal Opportunity Employer. Disadvantaged Business Enterprises are encouraged to submit proposals and no Bidder will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, disability, sexual orientation, veteran status, or other protected class, as identified by law, in consideration of an award of contract.

The WRA is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit. For the purposes of this contract and project, the WRA must also comply with funding rules and regulations of the Federal Transit Administration (FTA) and the Massachusetts Department of Transportation (MassDOT), as well as other federal and state funding sources.

Bidders are required to be fully informed and familiarize themselves with existing conditions at all locations where work and services will be performed over the term of the contract. Lack of knowledge or unfamiliarity with the following, and not limited to: the job site areas (exterior, entrances egress commuter and vehicular activity), operations, schedules, tenancy, scope of services, or job site conditions, exterior grounds, general sense of the commuting public and associated supporting vehicular activity at large, etc. after the bid has been awarded, shall not be an excuse for non-compliance with the requirements of any of the specifications contained in this bid document.

Plan Exhibits are attached as a GENERAL “gross area” reference guide. These Exhibits are offered for convenience only and are Not for Scaling purposes. Limits of area and space configurations are reasonable representation of general locations, conditions and limits.

Union Station

Union Station serves as an inter-modal hub, hosting Massachusetts Bay Transportation Authority (MBTA) commuter rail service to Boston, Amtrak train service from Boston to Chicago, taxi/rideshare service, as well as both intra - and - inter-City bus services. The development of Union Station and the Washington Square area has attracted a diverse mix of tenants. Coordination and cooperation for uninterrupted operations fall under this scope of services.

Tenants and services include:

- ▶ Cannabis Control Commission located on the second floor of the Station and is the Commonwealth of Massachusetts Cannabis Control Authority serving the State Massachusetts.

- ▶ Maxwell Silverman's Banquet & Conference Center manages events in the Grand Hall and occupies a restaurant and lounge area on the first floor (west side) of the Grand Hall with a seasonal outdoor cafe area on the 1st floor, and Dillinger's, a seasonal outdoor café area located 2nd floor north west plaza.
- ▶ The WRA Police substation offices are located in the 1st floor Rotunda area.
- ▶ Soon-to be opening new Union Café' – takeout coffee shop on the 1st floor of the Rotunda.
- ▶ Future Restaurant on the east side of the first floor Grand Hall.
- ▶ Greyhound Bus ticket office in the lower level of the bus port section of Union Station. Peter Pan Bus Lines ticket office is a sub-tenant of Greyhound and is co-located with Greyhound on the lower level. Passenger waiting areas and bus slips, as well as GBX Package drop-off and driveway flank the perimeter of Union Station's westerly exterior plaza.
- ▶ Future Food Hub on the intermediate 1st floor (loading dock level).
- ▶ Non-Public WRA assigned and unassigned storage areas on all levels.
- ▶ Taxi Pick Up and Exit Lane are located on and off Harding Street.
- ▶ Loading Docks and authorized parking is located off Harding Street.

Intermodal Transportation Center:

A fully functioning transportation center, Union Station features train, taxi as well as intra and inter-City bus service and parking. A bus terminal which includes five (5) bus ports as well as service, ticketing, baggage drop-off and pick-up areas for customers utilizing intercity motor coach service is provided by Greyhound and Peter Pan Bus lines. Union Station is open for service three hundred and sixty-five (365) days per year. Union Station operates 365 days a year and hours are as published herein and are subject to change.

The Massachusetts Bay Transportation Authority (MBTA) commuter rail currently operates scheduled round-trip trains on the "Framingham-Worcester" line between Worcester's Union Station and Boston's South Station, with additional trips anticipated to be added upon completion of the Worcester Union Station Accessibility and Infrastructure Improvements Project; to begin late 2021 and extend into 2023. Throughout the multiple phasing of this project, train schedules will continue albeit construction phasing logistics are to be expected. The "Framingham-Worcester" line accommodates more than 1,000 daily passengers. The current and ongoing "Framingham-Worcester" line schedules can be referenced through the MBTA website; www.mbtta.com. In addition to MBTA commuter rail, Amtrak, the national passenger railroad, has service at Union Station, with daily service available.

SECTION 2. Supplementary INSTRUCTIONS TO BIDDERS

2.1 Bidder Information

The successful bidder shall be responsible for providing and supplying all services for professional Grounds Maintenance Services and must ensure that these services are consistently and properly scheduled and adequately managed, supervised, staffed and performed in a timely, safe, and efficient manner, utilizing best industry practices throughout all seasons, normal and prolonged durations, and normal and severe weather events and conditions.

2.2 Cost Associated with Preparing Response to IFB

The Bidder shall be solely responsible for any and all costs incurred in the preparation or submittal of the proposal. No portion of these costs shall in anyway be incurred by the WRA.

2.3 BID Submittal Content

Failure to adhere to this process may disqualify the Bidder.

All BIDs must include the following FORMS, CERTIFICATIONS, and EXHIBITS, unless noted otherwise:

1. City of Worcester Form 30B Sealed Bid Forms
2. CORI Forms to be submitted by successful bidder prior to start of work.
3. A completed Prospective Bidder Fact Sheet (located in **EXHIBIT AA**)
4. A completed BID Price Form (located in **EXHIBIT BB**).
5. A completed record of Customer References (located in **EXHIBIT CC**) including a list of properties where similar services are currently / or have been performed within the past three (3) years. The list must include the name, address, and phone number and email of the contract officer of the awarding entity.
6. Worcester Redevelopment Authority (WRA) Forms
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. As such, the enclosed WRA forms and requirements apply to this procurement (located in **EXHIBIT DD**) and will become a part of all resulting contracts. The enclosed Required Certifications must be submitted with the proposal and will become part of all resulting contracts.
7. 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 EE**) and will become a part of all resulting contracts. The enclosed Required Certifications must be submitted with the proposal and will become part of all resulting contracts.
 - a. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION - **FORM –EE -9**
 - b. LOBBYING RESTRICTIONS - **FORM EE-12**

2.4 Reservations

The WRA 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 Request for Proposals 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 IFB's 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 proposal or other data available to the WRA. Such disqualification is at the sole discretion of the WRA.
- Reject any Bidder that is in breach of or in default under any other agreement with the WRA.
- Reject any Bidder deemed by the WRA to be non-responsive, unreliable, unqualified, or non-responsible.

2.5 Interpretation

Should any discrepancies or omissions be found in the IFB specifications / requirements, or doubt as to their meaning, the Bidder shall notify the WRA in writing at once (email is acceptable). The WRA will post updates or addenda on its website. The WRA shall not be responsible for oral interpretations. Questions must be received by no later than 12:00 PM, 5 days prior to the date the bids are due. All addenda issued shall be incorporated in the Contract.

EXHIBIT AA
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 AA -

**EXHIBIT BB
PRICE PROPOSAL FORM**

PRICE SHEET BB

Name of

Contractor: _____

Bidder shall perform **Parts 1 and 2** services required under this IFB for a two (2) year contract at the following cost to the WRA:

Part 1: Landscape Maintenance		
		Cost for Section: \$
Reference Section of work	SCOPE OF WORK TO BE PERFORMED	
1	Spring Clean Up:	\$ _____
2	Lawn and General Maintenance:	\$ _____
3	Irrigation System: :	\$ _____
4	Fertilization Program:	\$ _____
5	Fall Clean Up:	\$ _____
6	Additional Grounds & Landscape Maintenance Services:	\$ _____
7	Total <u>ONE</u> (1) Year All Landscape Services Total Lines 1- 6 above	\$ _____
8	Total <u>TWO</u> (2) Years Line 7 x (2)	\$ _____

Part 2: Snow and Ice Management and Treatment

- Including operator, materials, and labor as applicable. Areas are approximate.

			A	B	C	D	E	F
#	Location	*Approximate SQUARE FOOTAGE	0 – 3.0 inches	3.1 – 6.0 inches	6.1 – 9.0 inches	9.1 – 12.0 inches	12.1 – 18.0 inches	18.1 – inches or greater

Snow and Ice Maintenance and Treatment – Exhibit A

1	Front Plaza	3,400	\$	\$	\$	\$	\$	\$
2	Harding Street	50,000	\$	\$	\$	\$	\$	\$
3	2nd Exterior Level Plaza	20,000	\$	\$	\$	\$	\$	\$
4	Front Driveway	6,000	\$	\$	\$	\$	\$	\$

Snow Removal

6	Front Plaza	3,400	\$	\$	\$	\$	\$	\$
7	Harding Street	50,000	\$	\$	\$	\$	\$	\$
8	Front Driveway	6,000	\$	\$	\$	\$	\$	\$

Remote Sidewalks– Exhibit B

9	Eight (8) Sites	2,415 LF	\$	\$	\$	\$	\$	\$
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Totals

10	TOTALS = Add ROWS (1-9) ABOVE FOR EACH COLUMN (A-F)	\$	\$	\$	\$	\$	\$
11	Quantity of Storms	X 2	X 2	X 2	X 2	X 1	X 1
12	Subtotals Multiply: (Line 10) x (Line 11) FOR EACH COLUMN (A-F)	=\$	=\$	=\$	=\$	=\$	=\$
13	TOTAL Part 2: ONE (1) YEAR All Snow Services Add: Cells (12A+12B+12C+12D+12E+12F) = TOTAL						=\$
14	TOTAL Part 2: TWO (2) YEAR All Snow Services Line 13 x (2)						=\$

GRAND TOTAL Parts 1 & 2: Two (2) Years Grounds Maintenance Services

(Part 1: Line 8) + (Part 2: Line 14) = \$

This contract may be renewed at the sole discretion of the WRA. The option of which **SHALL BE ELECTED NO LATER THAN June 15, 2023 for optional third year.**

Name of Firm and Bidder

Title

Business Address (City, State, and Zip Code)

Telephone

Email

End Exhibit BB

EXHIBIT CC
CUSTOMER REFERENCES

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

1. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

COMPANY ADDRESS: _____

2. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

COMPANY ADDRESS: _____

3. COMPANY NAME: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

COMPANY ADDRESS: _____

- End Exhibit CC -

Exhibit DD
WRA Procurement Requirements



Inclusionary Policy Guidance

All projects contracted with the Worcester Redevelopment Authority are subject to the Responsible Employer & Inclusionary Participation Policy (REIPP). Further, all projects funded by the Federal Transportation Administration must meet participation goals for Disadvantaged Business Enterprises (DBE). Both programs were referenced in the bid request for this project.

The following documents are required to be submitted:

- DBE Participation Schedule
- DBE Utilization Form
- DBE Letter of Intent
- DBE Affidavit

The following templates are provided for your use and submission with each requisition:

- Certified Payroll Form
- WRA Monthly Compliance Report

The undersigned acknowledges receipt of this document and all associated forms:

Name of Bidder

Signature / Title

Date

DBE Participation Schedule

BID:	NAME OF BIDDER:
-------------	------------------------

The undersigned Bidder/Offeror provides the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form:

DBE Identification and Information Form

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Performed Race and Gender of Firm

Name of Bidder

Signature / Title

Date

DBE Utilization Form

BID:	NAME OF BIDDER:
-------------	------------------------

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

___ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

___ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of Bidder

Signature / Title

Date

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

BID:	NAME OF BIDDER:
-------------	------------------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Worcester Redevelopment Authority as:

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:

Minority Business Enterprise (MBE) _____

Women Business Enterprise (WBE) _____

Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above named subcontractor is certified by the Commonwealth of Massachusetts Certification Program. The above named subcontractor is prepared to perform the work described in Bid # _____ Section # _____ in connection with the above contract upon execution of the bid and subsequent award of contract by the Worcester Redevelopment Authority. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total below.

Commitment Total:

Amount \$ _____

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

<p>_____ Name of MBE/ WBE/ DBE Subcontractor</p> <p>_____ Signature / Title</p> <p>_____ Date</p>	<p>_____ Name of Bidder</p> <p>_____ Signature / Title</p> <p>_____ Date</p>
--	---

Affidavit of Good Standing

BID:	NAME OF BIDDER:
-------------	------------------------

The undersigned affirms that there has been no change in certification status under the Commonwealth of Massachusetts Certification Program since the last date of certification

Please check all that apply:

Minority Business Enterprise (MBE)_____	Date Certified: _____
Women Business Enterprise (WBE)_____	Date Certified: _____
Disadvantaged Business Enterprise (DBE)_____	Date Certified: _____

Name of MBE/ WBE/ DBE Subcontractor

Signature / Title

Date

**WEEKLY CERTIFIED PAYROLL REPORT FORM (FORM CP2)
& WORKFORCE UTILIZATION REPORT**

Issued: 03/08/10
Revised Date: 05/11/11

Your Company's Name:				Address:				Phone No.:				Mass. Prevailing Wage Rates Sheet Wage Request Number or Job ID #									
General/Prime Contractor's Name:				Project Name:				Project City:				Report #:									
Work Week Ending Date:				Contract #:				No Work Week?				Final Report?									
								<input type="checkbox"/> Check if No Work week				<input type="checkbox"/> Check if Final Report									
Worker Name / Complete Address / Zip Code (Last Line)		Gender Code	Ethnic (People of Color) Code	OSHA 10 Cert.?	Work Classification	Apprentice Step (Attach ID)	Hours Worked							Total Hours (A)	Hourly Base Wage (B)	Employer Hourly Fringe Benefit Contributions:			Total Hourly Wage (F) (B+C+D+E)	Gross Wages (G) (A x F)	Check No. (H)
							Su	Mo	Tu	We	Th	Fr	Sat			Health & Welfare (C)	Pension Plan (D)	Supp. Unemp. Annuity (E)			
				Y/N			ST							0.00	\$0.000				\$0.00	\$0.00	
				Y/N			OT							0.00	\$0.000				\$0.00		
				Y/N			ST							0.00	\$0.000				\$0.00	\$0.00	
				Y/N			OT							0.00	\$0.000				\$0.00		
				Y/N			ST							0.00	\$0.000				\$0.00	\$0.00	
				Y/N			OT							0.00	\$0.000				\$0.00		
				Y/N			ST							0.00	\$0.000				\$0.00	\$0.00	
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				Y/N			ST							0.00	\$0.000				\$0.00	\$0.00	
				Y/N			OT							0.00	\$0.000				\$0.00		
				Y/N			ST							0.00	\$0.000				\$0.00	\$0.00	
				Y/N			OT							0.00	\$0.000				\$0.00		

NOTE: Pursuant to M.G.L. ch. 149, s. 27B, every contractor and subcontractor is required to submit a true and accurate copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in civil or criminal penalties under M.G.L. ch. 149, s. 27C.

WORKFORCE UTILIZATION REPORT (EEO GOALS)

SIGNATURE:		DATE:
NAME:		TITLE:
EMAIL:		

ETHNIC CODES:
 1) CAUCASIAN
 2) BLACK OR AFRICAN-AMERICAN
 3) HISPANIC OR LATINO
 4) ASIAN OR NATIVE HAWAIIAN
 5) AMERICAN INDIAN
 6) OTHER

GENDER CODES:
 1) MALE
 2) FEMALE

	Weekly Total Hrs	Weekly Ethnic People of Color Hrs.	Weekly Female Hrs	Previous Week Total Hrs	Previous Week Ethnic People of Color Hrs.	Previous Week Female Hrs	Total Hrs to Date	Total Ethnic People of Color Hours to Date	Total Female Hrs to Date
Worker Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Worker Perct. %	X	0.0%	0.0%	X	0.0%	0.0%	X	0.0%	0.0%
								10.0%	6.9%

Project	Miscellaneous Renovations, Union Station
General Contractor	
Month	

			GOAL-25%			GOAL-15.3%			GOAL-6.9%		
	PROJECT-TO-DATE:		RESIDENT			MINORITY			FEMALE		
Total Workforce	Subcontractor	Total Hours	PTD	Hours	PTD Percentage	PTD	Hours	PTD Percentage	PTD	Hours	PTD Percentage
					#DIV/0!			#DIV/0!			#DIV/0!
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	TOTALS	0.0	0.0		#DIV/0!	0.0		#DIV/0!	0.0		#DIV/0!

			GOAL-25%		GOAL-15.3%		GOAL-6.9%	
	Current Month Results		RESIDENT		MINORITY		FEMALE	
Total Workforce	Subcontractor	Total Hours	Monthly Hours	Monthly Percentage	Monthly Hours	Monthly Percentage	Monthly Hours	Monthly Percentage
				#DIV/0!		#DIV/0!		#DIV/0!
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	TOTALS	0.0	0.0	#DIV/0!	0.0	#DIV/0!	0.0	#DIV/0!

EXHIBIT EE
FEDERAL CONTRACT CLAUSES (FTA/WRTA Requirements)

Federally Required and Other Model Contract Clauses Applicability of Third-Party Contract Clauses – Materials & Supplies over \$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. TERMINATION
6. CIVIL RIGHTS LAWS AND REGULATIONS
7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- 7d. PROMPT PAYMENT
8. INCORPORATION OF FTA TERMS
9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (SUBMIT EE -9 WITH BID
10. ~~BUY AMERICA REQUIREMENTS~~
11. VIOLATION AND BREACH OF CONTRACT
12. LOBBYING RESTRICTIONS (SUBMIT EE -12 WITH BID
13. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
14. ~~CARGO PREFERENCE REQUIREMENTS~~
15. ~~FLY AMERICA~~
16. ENERGY CONSERVATION
17. ~~RECYCLED PRODUCTS~~
18. AMERICANS WITH DISABILITIES ACT (ADA)

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applies to All Contracts

The WRA 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 WRA, 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

Access to Records and Reports

- 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. 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 WRA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the WRA'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 WRA to be paid the Contractor. If the Contractor has any property in its possession belonging to WRA, the Contractor will account for the same, and dispose of it in the manner WRA 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 WRA 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 WRA 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 WRA, 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 WRA, 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 WRA'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 WRA setting forth the nature of said breach or default, WRA 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 WRA 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 WRA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by WRA shall not limit WRA's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

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 WRA may terminate this contract for default. The WRA 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 WRA.

6. CIVIL RIGHTS LAWS AND DISCRIMINATION

*Applies to all contracts
(EEO, Title VI, & ADA)
§12, c e, and h*

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.

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.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Applies to All Procurement Types

49 C.F.R. part 26 The following contract clause is required in all DOT-assisted prime and subcontracts:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The WRA’s overall goal for DBE participation is 1.22%.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the WRA 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.

7. d. PROMPT PAYMENT

- d. 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 WRA. 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 WRA, 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 WRA.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applies to all Contracts

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether 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 WRA requests which would cause the WRA to be in violation of the FTA terms and conditions.

10. 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

****SEE END PAGES OF THIS "EXHIBIT EE" FOR DEBARMENT AND SUSPENSION
CERTIFICATION TO BE INCLUDED IN THE IFB SUBMISSION****

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non procurement 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 Government wide Debarment and Suspension (Non procurement)," 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 WRA 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 Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WRA. If it is later determined by the WRA that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the WRA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Bidder 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 Bidder further agrees to include a provision requiring such

compliance in its lower tier covered transactions.

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 GOODS AND / OR SERVICES COVERED BY THIS IFB ARE NOT SUBJECT TO BUY AMERICA 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 WRA

The WRA shall have the following rights in the event that the WRA 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 WRA 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 WRA, the Contractor expressly agrees that no default, act or omission of the WRA shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the WRA 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 WRA 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 WRA takes action contemplated herein, the WRA will provide the Contractor with sixty (60) days written notice that the WRA 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 WRA's Administrator. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an

opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

Performance during Dispute

Unless otherwise directed by WRA, 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 WRA 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 WRA 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 WRA 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

***SEE END PAGES OF THIS "EXHIBIT EE" FOR LOBBYING RESTRICTIONS TO BE INCLUDED
IN THE IFB SUBMISSION***

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 WRA, 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 WRA, 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 sub awards 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.

13. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Applies to All Procurement Types >\$100,000

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~~

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THE GOODS AND / OR SERVICES COVERED BY THIS IFB ARE NOT SUBJECT TO CARGO PREFERENCE REQUIREMENTS.

16. 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.

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 WRA (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.~~

18. AMERICANS WITH DISABILITIES ACT (ADA)

Applies to All A&E; Operations/Management/Subrecipients; Rolling Stock; Construction Contracts

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

WORCESTER REDEVELOPMENT AUTHORITY
455 Main Street, Worcester, MA 01608
Phone: (508) 799-8325

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, "Non procurement 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 Government wide Debarment and Suspension (Non procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

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

The certification in this clause is a material representation of fact relied upon by the WRA. If it is later determined by the WRA that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the WRA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Bidder 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 Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

WORCESTER REDEVELOPMENT AUTHORITY
455 Main Street, Worcester, MA 01608
Phone: (508) 799-8325

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 WRA, 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 WRA shall certify and disclose accordingly.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT FF

BID PROTEST PROCEDURES

The following Bid Protest Procedures apply to Federal Transit Administration (FTA) assisted procurements that are competitively solicited. Interested parties must adhere to the following procedures. A protest will be processed in the time frames and structure specified below. In addition, the WRA will disclose information regarding protests to the Federal Transit Administration in writing.

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 WRA 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, WRA 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 WRA has issued its decision. Appropriate addenda will be issued rescheduling offer opening.
3. Any protest to WRA may be withdrawn at any time before WRA has issued its decision.
4. WRA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

B. AFTER OFFER OPENING

1. Protests received after an offer opening will be considered only if it concerns an issue, procedure, or other matter that could not have been protested by an offeror prior to the opening. The protest must be in writing and be received by WRA at least three (3) working days before the conditional award of a contract by the WRA.
2. Upon receipt of the protest, the Administrator will immediately determine if the award of the contract should be postponed. If it is postponed, WRA will notify all offerors that a protest has been filed and that award of the contract is postponed until WRA has issued its decision.
3. A protest to WRA may be withdrawn at any time before WRA has issued its decision.
4. WRA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

C. AFTER AWARD

1. Protests received after an award has been made will be considered only if it concerns an issue, procedure or other matter that could not have been protested by an offeror after the opening. The protest must be in writing and received by the WRA three (3) working days before the execution of the resulting contract.
2. Upon receipt of the protest, the Administrator will immediately determine if the execution of the contract should be postponed. If it is postponed, WRA will notify all bidders that a protest has been filed and that execution of the contract is postponed until WRA has issued its decision.
3. A protest to WRA may be withdrawn at any time before WRA has issued its decision.
4. WRA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

D. PROTESTS TO THE FEDERAL TRANSIT ADMINISTRATION

1. Under certain circumstances, an interested party may protest to FTA.
2. An appeal to FTA must be received by the cognizant FTA regional office within five (5) working days after the WRA renders a final decision or five (5) working days after the protestor knows or has reason to know that the WRA has failed to render a final decision on a protest.
3. Reviews of protests by FTA will be limited to: (1) WRA's failure to have or follow these written protest procedures, or the WRA's failure to review a complaint or protest; or (2) violations of Federal law or regulation.

E. 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 WRA 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 bidder
- 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:

CHRISTOPHER J. GAGLIASTRO, MCPPO PURCHASING AGENT
PURCHASING DIVISION
CITY OF WORCESTER
455 MAIN ST.
ROOM 201 - CITY HALL
WORCESTER, MASSACHUSETTS 01608-1895

If protests are filed by personal delivery, the protestor must obtain a time-stamped copy of the protest from the WRA'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 FF -

SECTION 3: SPECIFICATIONS AND REQUIREMENTS

A. DEFINITIONS:

1. Best Industry Practices – Upon WRA’s sole discretion may elect to reference various industry organizations for guidance in determining “best industry practices”. e.g., SIMA.Org, NAP.edu and other model entities that are evaluated and selected by the owners’ representative and subject to change.
2. Bidder, Contractor, Successful Bidder ,Vendor or Awardee- entity submitting the IFB/Bid/RFP
3. Employees – staff, individuals and/or personnel.
4. Equipment (includes fuels): including but not limited: owned or leased; vehicles, any and all equipment or machines (powered and non-powered), all tools and accessories; to be on hand, maintained, fully operational in good operating condition, safe, compliant emissions, in clean and working condition as required to reliably support the contract work utilizing best Industry best practices. Equipment must meet all rules, regulations, registration, and inspection requirements of the Commonwealth of Massachusetts.
 - 4.1. Vehicles must be equipped with approved industry standard safety equipment including but not limited to backup warning, strobes, etc.
5. Ice Management (Work): formed or forecasted weather and/or temperatures to support the conditions of ice, frost, freezing rain, sleet, and hail requiring treatment.
6. Infrastructure: See EXHIBIT A. (plan) including but not limited to:

Entrances, Driveways, Walkways, Crosswalks (connected to premises and within to public ways), Loading Docks, Parking Areas, Parking Areas, Platforms, Bridges, Plazas, Overhangs, Canopies, Stairs, Stairways, ramps, Harding St. (from Franklin St, west), Taxi/Ridesharing Lanes, Bus Driveway and Slips, Courts, Ground Box-type Light fixtures, catch basins and drains and areas as generally proximate and/or further described hereafter:

 - o Upper-Level Train exterior Platform and building’s perimeter plazas and extending easterly under 290 west bound lane and continuing to the east side of the existing Red (B&B) Building.
 - o Lower-level Bus Port - public areas: exterior waiting areas, sidewalks, driveway/bus slip areas.
 - o Loading dock and compactor and lower paved (authorized /private) parking area.
 - o Harding St. Taxi Lane and exit roadway and stairs, sidewalks and ramp.
 - o Front exterior driveway and sidewalks, waiting areas and plaza
 - o Non-public- fenced paved areas under the train trestle and parallel with the exterior bus sidewalk
 - o Snow storage area (on site).
7. Owner’s Representative - The term Owner’s Representative for the intent of this contract shall be the WRA, City of Worcester Department of Public Facilities, and/or WRA representative authorized by Commissioner or his/her duly assigned agent.
8. Priority: Union Station being an intermodal facility is deemed a “priority” site. The Priority classification is due to the commuter patronage and the duration in which the facility is required to

be fully accessible and provide for safe passage, traversing and travel at all times throughout the infrastructure as required in anticipation of forecasts and during active inclement conditions. PART 2-the Snow and Ice Management Services under this contract shall be required at times to provide services for extended durations and with sustained effort as necessary to achieve this requirement.

9. Snow Management (Work) -the presence of snow of varying depths (dusting - feet), wet or dry requiring plowing, blowing shoveling, power brooming, clearing, and removal as required to specified “on-site” snow storage area.
10. Supplies/Materials/Products: All supplies, materials or products that are necessary to perform the professional services specified in the IFB and consistent with recognized industry standards and shall meet federal and state and local regulations.
11. Treated / Treatment (Work) – Application and placement of commercial melting products of snow, ice and treat and combination solid or liquid products as appropriate, needed or scheduled on cleared or covered infrastructure to provide safe passage, traversing and travel at all times of pedestrians and vehicles based upon present and forecasted conditions. The Contractor shall determine the appropriate use of Rock, Salt, Calcium Chloride, Liquid Magnesium, Chloride Liquid Brine, Sand, Pre-Mix (Rock salt and calcium chloride) commercial rated Ice Melt and/or Treat products is required. When and as applicable, Mass Dot standards apply.
12. Will & Shall- Used synonymously throughout the IFB have the same weighted meaning.
13. Tax: WRA IS TAX EXEMPT.
14. Tenants
 - Cannabis Control Commission (2nd level)
 - Maxwell Silverman's Banquet & Conference Center (1st floor)
 - Worcester Police Substation (1st floor)
 - Future Restaurant first floor the of the Grand Hall (1st floor)
 - Union Café (TBD) (1st floor)
 - Food Hub (TBD) (Intermediate loading dock level)
 - Greyhound Bus Lines (Ground floor)
 - Peter Pan Bus Lines (Ground floor)
 - GBX Package (Ground floor)
15. Special Events
 - Weddings
 - Political Events
 - Funerals
 - Movie Shoots
 - Other events, as may be booked

B. GENERAL REQUIREMENTS

1. Notice to Proceed - Work shall begin within five (5) days of the award of the contract award. All work must be performed and completed based on the scope and conditions identified in IFB, Failure to respond in the designated time period may result in the WRA holding the Contractor in breach of contract.
2. Schedule of Work - Upon briefing with the WRA representative, develop and submit a Master Schedule as an integrated and coordinated Work Plan. It shall be arranged to demonstrate, a coordinated and timely scheduling of PART 1-LANDSCAPE MAINTENANCE and (as a separate submittal) PART 2- SNOW & ICE MANAGEMENT SERVICES. Both schedules shall be developed based on commuter, tenant and event schedules such that the areas undergoing services are not proximate nor coinciding with the arrival, departure of trains, bus services, commuters or activities associated with events. See GENERAL CONDITIONS.
3. Union Station Operating Hours: subject to change
 - A. Union Station is open for service three hundred and sixty-five (365) days per year. Holidays are included in the performance of these professional services required under this contract and as conditions warrant; reference Part 2 - Snow & Ice Management Services as hours vary due to the nature of this work.
 - B. Specific only to Part 1- Landscaping Maintenance, due to the nature of this work, the standard hours shall be Monday through Friday from 7:00 AM to 5:00 PM.
 - C. Additional periods and/or times of service may be required for special events, meetings or public hearings and will be billable at the appropriate level of staffing and effort based on the established hourly unit price basis and approved by the WRA Representative.

Train Station/Union Station:
Monday - Friday: 4:00 am - to 1:00 am
Saturday -Sunday: 6:00 am - 1:00 am.

Bus Station:
Monday - Friday: 8:00 am to 8:00 pm
Saturday -Sunday: 8:00 am -8:00 pm
4. Union Station Conditions – The Contractor shall be responsible to employ all means and measures to perform this work as specified or requested consistent with the minimum requirements of this IFB, as applicable.
5. Supplies/Materials/Products (supplies hereinafter) – Post Bid, the Successful bidder shall submit a list of all Supplies/Materials/Products proposed to be used to the WRA representative for acceptance/approval as being consistent with requirements, specification and industry best practices prior to Bidder's purchase of supplies.
6. Monthly Invoicing: Services at the Remote Sidewalk sites, and costs associated with materials, supplies and products shall be itemized on invoices. Invoices shall be submitted with all backup documentation in a form and source acceptable to the WRA representative. The WRA may elect an option to independently source any Supplies/Materials/Products via other supplier/vendors.

- A. The selected bidder will submit invoicing for all work performed on monthly invoices. Invoices must clearly indicate, in detail, the cleaning services performed for the respective month. Invoices shall include base contract hours and any approved additional hours at the applicable unit price(s) as well as a separate invoice for approved “Supplies/Materials/Products” used for the period. Invoices shall include detail information that allows WRA to determine the wholesale/bulk cost of each supply item and contractors markup. Invoices will be submitted the first full week of the month, following the month for which the work was performed. The WRA will pay all invoices within thirty (30) days of receipt of the invoice.
- B. If prompt pay discount terms are available, they must be indicated on the invoice. Submit both electronically and via USPS hard copies, in a format acceptable and approved by the WRA.
A monthly accounting of inventory of all operational and consumables supplies, used and remaining shall be provided as a separate submittal together with the monthly invoicing as may be applicable

Alexis Delgado
Budget Division City Hall
455 Main Street, Room 201
Worcester, MA 01608

7. Employees

The successful bidder shall be responsible for developing, assigning, managing, supervising, and training qualified and experienced employees to perform both:

PART 1) LANDSCAPE MAINTENANCE

PART 2) SNOW & ICE MANAGEMENT SERVICES at Union Station and remote WRA sidewalk locations as indicated in Exhibits A & B.

1. All assigned Contractor staff will be subject to a security clearance review (CORI) for the duration of the contract period. Failure to meet the minimum-security clearance criteria may result in the rejection of proposed individuals.
2. Contractor must be able to prove that all employees are legally documented workers upon the request of the city. Failure to provide such proof may allow the WRA to cancel the contract upon 30 days written notice.
3. The onsite Superintendent shall be equipped with a dedicated smart mobile telephone with full service in working order.
4. The successful bidder shall be responsible for establishing, developing, managing, and training a selective “delegated core” of Snow and Ice operations personnel assigned (under PART 2) “exclusively and on a regular basis” to Union Station Snow and Ice Ops Team. Individuals will be evaluated by the WRA representative. Such team shall be comprised of qualified management and properly trained staff/employees on an on-going and regular on site basis as assigned.
5. No smoking allowed on the premises.

8. Bidding

- A. The quantity of hours service, volume or weight products may vary due to seasonal demands and quantity respective of units where noted, and are for bid purposes only and may not

necessarily reflect the actual time and/or volume or unit quantities of product purchased or scope of work during the term of this contract.

- B.** Before submitting a bid, each bidder must make a careful study of all specifications and bidding/contract requirements and fully assure themselves as to the level and quality of the professional services required by IFB.
- C.** Refer to the BIDDING section and sheets in PART 1 of the PROFESSIONAL LANDSCAPE MAINTENANCE and PART 2 of the SNOW & ICE MANAGEMENT SERVICES, respectively.
- D.** Minimum Wages for Services performed in this IFB shall be subject to minimum wage of not less than the greater minimum wage rate between:
 - 1. Massachusetts Minimum Wage (subject to change)
 - 2. The Federal effective minimum wage as determined by the Secretary of Labor (subject to Change)
 - 3. The Federal effective minimum wage as determined by the Secretary of Labor under the Service Contract Act (subject to Change)
 - 4. For the purposes of this bid the current minimum hourly rate of \$14.75 per hour.
 - 5. Over the course of this contract the WRA shall inform the awarded bidder of any minimum wage adjustments to this rate based on WRA funding sources and requirements and any increases in the respective applicable rate, accordingly.
- E.** Bid Evaluation Process- Low Bidder shall be determined based on BIDDER'S TOTALS as per the "PRICING SHEETS" and shall be applicable for a two (2) year term from the Notice to Proceed.

The prices for Option Year 3- shall be based on the 1 & 2-year Pricing plus, IF ELECTED, A (NOT TO EXCEED) MAXIMUM 3% INCREASE. The option of which SHALL BE ELECTED NO LATER than June 15, 2023.

 - a. The bids will be analyzed on the basis of Total Cost Landscaping and Snow Management.
 - b. The bids will be analyzed on the basis of lowest calculation of total bid price listed from a responsible bidder.
- F.** References

All bidders must submit a list of references of clients with (verifiable) contracts of similar size, scope and duration who they have performed work for over the past three (3) years. The list must include company name, contact names, e-mail address and office telephone number and if available a mobile number. The WRA is to have express permission to contact these people, either by phone, written correspondence (including e-mail) or in person, as to past performance. The WRA reserves the right to contact any entity that the firm (the Bidder/Vendor) has conducted business with or for, either currently or in the past, for the purpose of reviewing past work history.
- G.** Interview

The successful bidder may be required to appear for an interview, if so requested. The purpose of the interview would be to review the Bidder's background and capabilities to perform the work. The successful Bidder shall be required to also undergo a WRA interview with the Bidder's assigned staffing being present prior to the WRA's approval of the assignment of the successful Bidder's staff to the site. Additional WRA interviews shall be required from time to time prior to any changes of

previously interviewed personnel and/or backup personnel to cover regular and multiple shifts and personnel during times of absence and/or extended seasonal event durations.

C. GENERAL CONDITONS (Part 1 & Part 2)

The Description and Purpose of Procurement, Contract, and Performance Specifications and General Conditions & Requirements are applicable to both professional PART1- LANDSCAPE MAINTENANCE and PART 2 - SNOW & ICE MANAGEMENT SERVICES.

NOTE: The following Terms are used interchangeable throughout this IFB and are intended to convey same as written or represented, typically:

IFB /Bid, WRA/Owner/ Awarding Authority/City/ City of Worcester Department of Public Facilities, Bidder/Contractor/Successful Bidder/Vendor, Awardee, Union Station/Job Site/Premises, Snow/Ice, His/Her, He/She

1. The successful bidder shall be responsible for providing and supplying professional LANDSCAPE MAINTENANCE AND SNOW & ICE MANAGEMENT SERVICES necessary to satisfy the requirements of this bid including but not limited to: professional management, supervision, training, labor, equipment, fuel, supplies and deliveries.
2. The contract will be for a period of two (2) years with an optional for one (1) additional year if elected by the successful bidder and subject to approval of the awarding authority (WRA) from the end date of the second year of contract award subject to the WRA.
3. The WRA shall always and upon reasonable notice, have the right to audit all books, papers and records of the Contractor relative to the Grounds Maintenance Services performed under this contract.
4. Where within this IFB , ambiguity or conflicts of two or more requirements relating to the same subject matter occur, they should be construed together so as to constitute a harmonious whole consistent with the intend purpose and/or the more restrictive, greater or higher quantity or quality requirement or criteria shall govern.
5. The successful Bidder's senior management representative may be required upon request to attend a periodic meeting with a WRA representative for the purpose of keeping all parties informed of any-on-going or new issues and prior to seasonal milestones and/or pre-event strategies and manpower or scheduling which may need to be addressed. The WRA may request additional meetings, work or services to be done and will do so through communications with an authorized representative of the awarded company.
6. The successful Bidder's senior management representative shall develop and submit a "Master Schedule" and integrate seasonal and weather event "Work Plan" to the WRA for review as to overall approach and method proposed to perform the specified services. The Plan shall include procedures, protocols, manpower, equipment, time frames, contingencies, safety measures and schedules; the format to be as agreed and approved by WRA.
7. The Contractor is fully responsible to examine and determine, the proper means and methods to achieve the net and timely result in conformance with the minimum specified requirements, specifications and Master Schedule and execution of the integrated Work Plan.

8. The WRA reserves the right to add, delete or modify scope, activities or services, personnel, and or times of shifts or scope from these specifications as circumstances warrant during the contract period.
9. It shall be required that successful bidder be responsible to coordinate performing services so as to be respectful when within the proximity of tenants, passengers, visitors or others so that their passage is safe, unobstructed and not environmentally obtrusive (e.g., dust, noise, landscape, snow, ice operating equipment, etc.). Non-responsiveness will be cause for immediate performance evaluation and appropriate action as may be deemed, accordingly.
10. Temporarily cease operations and/or expeditiously relocate and resume work as appropriate and when necessary.
11. Contractor is responsible for responding to emergencies as deemed by the WRA representative. Contractor shall supply an emergency response number (office and mobile). Contractor to provide a 24-hour emergency telephone numbers where key personnel can be reached at all times without delay.
12. Any damage caused by the actions of the Contractor to pavement, street, sidewalk, grass areas, fences fixtures or other property must be repaired to the satisfaction of the Owner and the cost shall be borne by the Contractor, no exceptions. Furthermore, the Contractor is responsible for all damages caused to persons or their property as caused during the performance of their work.
13. The Contractor will be required to supply, temporarily install, and to remove temporary sign postings and barriers (cones, caution tape, etc.) as may be required dependent upon the location of certain work or safety conditions in areas that may encounter the non-workers, commuters, general public, tenants, event attendees, etc.
Signs and barriers shall be posted in sufficient quantities in the locations of proposed work and well in advance of proposed work and/or expeditiously when safety conditions warrant.
Signs and barriers shall be removed immediately upon completion of said work at said location.
Signs and barriers shall be suitable for exterior, and/or interior conditions and composed of materials (plastic, aluminum, vinyl, etc.) that shall be of the size, bright safety color and black lettering, legible, and neat in appearance for the required duration of the posting or cordoning-off in the case of barriers.
14. The WRA may request additional work or services to be done and will do so through communications with an authorized representative of the contracted firm. The WRA reserves the right to add, delete or modify scope, activities or services, personnel, and/or times of shifts or scope from these specifications as circumstances warrant during the contract period.
15. WRA reserves the right to solicit or source separate labor, equipment, etc. for pricing of work under this IFB and/or additional service work or materials, products or supplies on an as-needed basis at the convenience or discretion of the WRA.
16. Traffic vehicular in pedestrian - The Contractor is alerted that he/she must carry on his operations in such a manner to allow full, uninterrupted traffic (vehicular and pedestrian/commuter, etc.) flow on the throughout the infrastructure, streets, walkways, plazas or drives, etc. of the work site at all times.
17. Safety Regulations - The Contractor shall conduct all operations in strict accordance with all applicable Federal, State and Local safety regulations. The Contractor shall assume the entire responsibility for the safety of employees during his/her implementation of the scope specified and

shall be responsible for any and all injury resulting from the failure thereof.

18. Notices - The Contractor shall give all notices and comply with all laws, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
19. The Contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably, any moneys hereunder or its claim thereto, without previously written consent of the Owner
20. Contractor may be requested to perform maintenance services at additional designated sites as they become available, or work is needed by the WRA. Any work will be paid for at the applicable unit prices as noted and determined by WRA.
21. Periodic and/or random evaluations will be conducted by the WRA to assist in determining Contractor performance level and staffing for overall adequacy in performing the professional services. Should contractor fail to maintain an effective level of performance, the City reserves the right to terminate the contract.
22. If at any time, the successful bidder/Contractor fails to fulfill or comply with any of the requirements of this contract and/or policies and guidelines, which may be adopted or amended from time to time by the WRA, as listed hereafter, but not limited thereto, then the WRA will have the option to terminate this contract:
23. Termination Clause- If at any time, the WRA determines that the services of the successful bidder/Contractor are no longer needed, for any reason, even for convenience, then the WRA will have the option to terminate this contract immediately upon written notice to the contractor. The contractor will be paid for all work completed up to the point of termination of the contract.
24. Payment (retention) may be withheld at the discretion of the Owner on account of the one or more of the following: defective work not remedied; claims filed, failure of the Contractor to make payments in a timely manner to Subcontractors or for labor, material, or equipment, and/ or unsatisfactory prosecution of the work by the Contractor.

D. SPECIFICATIONS Parts 1 & 2

These specification include the aforementioned General Conditions, Description and Purpose of Procurement, and Contract and Performance Specifications and Requirements which are applicable to this request for professional Grounds Maintenance Services as listed hereinafter in this IFB. The Contractor awarded this contract shall perform, including but not limited to: all labor, equipment, vehicles, tools, and accessories necessary to perform and deliver on a regularly scheduled basis, as well as an as-needed basis, these services.

PART 1- LANDSCAPE MAINTENANCE SERVICES SPECIFICATIONS

Scope of Work – Provide all labor, materials, equipment, supervision, and other services required to complete the work in accordance with the specifications for “Landscape Maintenance Services”.

BID PRICING: This contract shall be priced per hour and/or lump sum with various scopes defined and specific quantities provided. Quantities are for bid purposes only.

This work is for the delivery of professional “Grounds Maintenance” Landscaping and shall be completed in an expeditious, consistent manner and to the minimum requirements of the specifications.

All material, supplies and products cost per General Conditions.

LANDSCAPING MAINTENANCE to include the following services shall be provided as described below within the infrastructure of Union Station. See Exhibit “A” as a general guide to areas of service.

Provide planting and mulching of seasonal plants and flowers to create a showpiece display. Conduct periodic weeding to maintain display. Watering of plants. Late summer removal of plants and replace with hardier plants. Work also entails eliminating water from the irrigation system in the fall.

Part 1: Landscape Maintenance Services
Scope, Schedule and Pricing
(Month durations are approximate)

A. Spring Clean Up: Month of April

1. Removal of winter debris from lawns, beds, walks, driveways, loading dock area, plaza and platform, etc. and perimeter of property.
2. Prune winterkill from all flower beds
3. Power edge curbs and walks.
4. Mulch existing mulch beds with 2" or processed hemlock mulch.
 - a. Removal prior application or excessive mulch from beds, if needed
 - b. Contractor shall install mulch within existing plant beds and around trees to a depth of 2" once per year in April/May.
 - c. Mulch materials shall be approved by WRA personnel prior to placement
 - d. Contractor shall install mulch at a depth of two (2) inches
 - e. Contractor shall trim all plant/vegetation before installing new mulch
 - f. Contractor shall up branching bushes & hedges before installing mulch so there is a clear view at grade of the planting bed
 - g. Prior to performing any mulching Contractor shall weed each bed and remove all trash, debris and litter.
5. Clean up and removal of sand and debris from walks and driveways and parking areas.

Cost for Section: \$ _____

B. Lawn and General Maintenance: Weekly – May through October

1. Mowing/ Trimming/Blower maintenance must be performed in a way to ensure that all users are protected; all machines, equipment and blowers must be idle when users are encountered see GENERAL CONDITIONS.
2. Mowing of all Grass Areas Once per week during the period of and as needed per the WRA's discretion during the remaining months
3. Prior to performing any mowing or trimming Contractor will need to remove any litter or debris that may be cut up and then spread throughout the area or thrown into adjacent areas or surfaces
4. Provide mowing to a height of 2.5" to 3.0 " in height and trimming to include edging at walkways
5. For each mowing, the Contractor shall also include trimming, sweeping of all walkways, entrances, ramps, plaza, platform, driveways, parking areas, loading dock and the front lower plaza and monumental stairs. Including weeding and deadheading flowers as needed All hard surfaces must be blown clear of debris after each mowing/trimming; walks, plazas , platform and driveways each visit.
6. Police infrastructure for litter and other debris – remove as required
7. Keeping all drains at driveways and plaza clear.
8. Weekly sweeping and blowing of all walkways and waiting areas @ front, lower bus waiting and entrances, upper-level Plaza, (including membrane roof area), and platform.
9. Provide mowing and trimming of adjacent driveways (sidewalk areas) and curb lines.
10. Thatching one time per season of all lawn areas.
11. Contractor shall ensure limbs/foliage are clear of walkways through trimming on an as needed basis.
12. Weeding of beds and maintaining front flower beds.
13. Clean up of entire interior enclosed fenced area at bus slip area and Harding St/Taxi, snow storage and loading dock lane, once per month.
14. When Compactor removed by other for emptying perform coordinated Clean up @ loading dock area
15. Prune and/or shear of trees and **once** per season.

Cost for Section: \$ _____

C. Irrigation System: Mid to end of May - End of October

1. Spring startup of system.
2. Adjustment of clocks when necessary.
3. Replace or repair broken sprinkler heads caused from work performed by landscaping crews.
4. Fall winterization.

Cost for Section: \$ _____

D. Fertilization Program: April, June, September, October

(Note- MSDS shall be provided before any chemicals are used on site).

Four fertilizations to lawn areas over various times.

1. Spring fertilization 35-5-12
2. Summer fertilization 28-5-12
3. Fall fertilization 20-25-11
4. Post fall fertilization
 - a. Pre-emergent for crabgrass and weeds to lawn areas.
 - b. Weed and insect control to lawn area
 - c. Soil sample taken to determine ph level for liming.
 - d. Lime application to lawn area.

Time Frame: Cost for Section: \$ _____

E. Fall Clean Up: End of November – Start of December

1. Clean up and removal of leaves and other debris from lawns, bed and throughout the infrastructure and perimeter of property.

Cost for Section: \$ _____

F. Trash/Litter Removal: End of November – Start of December

1. Trash/ Litter removal from islands, medians, squares, street gutters & side of roads.
2. Trash/ Litter removal shall be as needed and/or on a schedule as approved by owner
3. All trash/debris shall be disposed of as allowed on site utilizing the WRA compactor upon approval by WRA representative

Cost for Section: \$ _____

G. Additional Grounds & Landscape Maintenance Services: January –December

1. Contractor shall provide additional Grounds & Landscape maintenance services on an as needed basis as requested by the WRA.

Price total to include **3 Person crew with truck and appropriate seasonal equipment.**
For Bidding Purposes Estimated 40 Hours Total

Cost for Section: \$ _____ (3 people per 40 Hrs. with truck)

TOTAL SUM (A-G above) = \$

ENTER SECTION TOTALS ON BID PRICING SHEET "BB"

PART 2- SNOW & ICE MANAGEMENT SERVICES for Union Station and Remote WRA Sidewalk Sites SPECIFICATIONS

The Contractor awarded this contract shall perform: all labor, equipment, vehicles, tools, and accessories necessary to perform and deliver on a regularly scheduled basis, as well as an as-needed basis, professional SNOW & ICE MANAGEMENT SERVICES at Union Station, 2 Washington Square, Worcester, Massachusetts and eight (8) remote sidewalks as noted in Exhibit B, consistent with the minimum requirements and specifications of this IFB.

Scope of Work – Provide all labor, materials, equipment, supervision, and other services required to complete the work in accordance with the specifications for “Snow & Ice Management Services”.

Contractor awarded this contract shall perform the Snow and Ice Management services listed below on a prioritized and regularly scheduled basis and on an as-needed basis. Scope and schedules may be adjusted at the discretion of the WRA.

The Contractor shall perform regularly scheduled daily safety checks of snow and ice conditions in addition to pre and post weather events to determine and verify safe passage, traversing and travel at all times and that clear and remove snow and treat areas throughout the infrastructure as defined; including but not limited to; all parking areas, drives, walkways, plazas, crosswalks and building walkways. All infrastructure and proximate areas shall be treated as determined by this contractor and at times as requested by the WRA’s representatives.

Snow and Ice management and treatment shall be performed at such frequencies as to maintain an infrastructure that allows and supports the safe, accessible passage, traversing and travel conditions for both pedestrian and vehicular traffic. Snow and Ice management and treatment will be completed in such a manner as to minimize the loss of parking areas and walkways. The Contractor will be required to remove accumulated snow (plowed or shoveled) from preceding storms expeditiously from infrastructure and/or as necessary to allow for effective management of on-going snow and ice weather events.

The Contractor is required to have available adequate and sufficient equipment, manpower, and supplies to perform these professional services in a timely, effective and efficient manner to accomplish the above services. Failure to do so will constitute a violation of the Contractor’s obligation under this contract and may result in penalties, contract cancellation, and non-payment of invoices.

The Contractor is required to maintain an ADA accessible walkway clear path from the existing 2nd floor level train platform exit/entrance from the building (the current high-level platform access point to/from the building), along the plaza from the eastern end of the existing high-level platform down to the western side of the I-290 OH Bridge and the MBTA to the western side of the I-290 Bridge beyond Grafton St bridge. This also includes all existing ADA accessible ramps and stairs that shall always need to maintain a clear and treated path to allow safe passage, traversing and travel at all times.

Perform daily Safety Checks in addition to pre and post weather event Safety Checks throughout the infrastructure (as defined, typical) to establish conditions that will allow:

- safe passage, traversing and travel at all times and
- to evaluate and modify (as necessary) the Work Plan based on; present (daily) conditions and post event’s; duration, magnitude and type (mix) of precipitation respective to deployment and means and methods of Snow and Ice operations personnel, equipment and treatment.

SNOW AND ICE MANAGEMENT AND TREATMENT*

1. It is the intent and requirement of this contract that the contractor shall be fully responsible for SNOW & ICE MANAGEMENT SERVICES at Union Station as specified and throughout its infrastructure as defined. (SEE DEFINITIONS)
2. Throughout the duration of this contract and at all times, it shall remain the sole responsibility of this contractor to (preemptively) determine when to initiate, commence, perform and maintain said services under his contract.
3. Notwithstanding the above, the WRA representative, may at various times and/or on a case-by-case basis request commencement of said services.
4. In case of unique or protracted duration storms, Snow & Ice Management Services shall be at an earlier and longer time at the same bid unit prices. Initial Work to be done during a protracted storm shall include opening and maintaining entrances driveways, parking and drive isles and pedestrian walkways ramps, platform areas. These initial operations may require the repetition of cleaning of some areas because of subsequently fallen snow. The Contractor will have a maximum of 24 hours to perform detailed clean up and removal to onsite location of all the snow after a storm finishes.
5. No snow shall be placed in the landscaped areas, pedestrian areas, or over catch-basins, except when the Contractor is authorized to pile the snow, temporarily, on paved portions of the infrastructure locations only as approved by the WRA representative.
6. In cases of snowstorms with minimum accumulations, and especially storms occurring late in the winter season, Snow and Ice Management and treatment and stack/stockpiling may be requested by the contractor and authorized by WRA representative in all or some of the infrastructure. The snow will be left stack/stockpiled in designated places and not removed. During these times, it shall remain the contractor's responsibility to maintain a safe passage, traversing and travel at all times via ice treatment as may be necessary.
7. On Site (limited) Storage of Contractor's pre-approved contractor equipment may be stored on site, at the discretion of, and coordinated with, the with approval of the WRA Representative. The Contractor assumes all liability for all equipment stored on-site and agrees to hold the WRA harmless. The Contractor agrees to remove all or any equipment stored on-site within one business day's notification,
8. * Treatment (ice treatment including sand mix application) - During conditions warranting ONLY ice treatment applications (no plowing, snow blowing and/or shoveling) the cost shall not exceed 50% of the total of Bid Sheet BB, cells A1-4: (0"- 3.00") of accumulated snow.
9. * Treatment (sand product application) - During conditions warranting ONLY ice treatment with sand (no plowing, snow blowing and/or shoveling) the cost shall not exceed 25% of the total of Bid Sheet BB, cells A1-4: (0"- 3.00") of accumulated snow.
10. *Additional Work: Due to drifting conditions, a call back to clear drive ways, and entrances (due to drifting snow only) will be charged on a unit price basis with a total cost not to exceed a flat rate of 50% of the total of Bid Sheet BB, cells A1-4: (0"- 3.00") of accumulated snow.

11. If the Contractor is required to be called back due to insufficient amount of a treatment application, it will be at the Contractor's expense.
12. Drift clearing during the 24 hour event period is included in the bid price for the event.
13. Authorization of Work: The Successful Bidder shall be contracted to the WRA and shall be provided with a list of personnel authorized to direct services. No other authorization shall be honored. Contractor shall notify a WRA authorized representative upon completion of services for each event. The Contractor shall not be paid for services that were not requested by authorized personnel.
14. The contractor is to include as part of his bid a list of equipment for consideration to be used and stored on-site.
15. Follow-Up: Immediately after each of the snow removal events, the Contractor's representative shall be available to tour the infrastructure areas with a designated WRA's representative to review the work.

SPECIAL INSTRUCTIONS

- A. As Union Station's holds a **priority** classification due to the presence of the general public and various occupancies and areas of infrastructure at Union Station, a selective "delegated core" of qualified and experienced Snow and Ice Operations Personnel is required to be assigned "exclusively and on a regular basis" to Union Station Snow and Ice Ops Team. This on -site team upon deployment shall be led by a qualified Superintendent that shall be on-site at all times managing the employees on an on-going and regular on-site basis as assigned. Personnel will be evaluated by the WRA representative at various times.
- B. The Contractor shall perform daily Safety Checks in addition to performing pre and post weather event Safety/Quality Checks throughout the infrastructure as defined, typical, to establish conditions that will satisfactorily allow :
 - safe passage, traversing and travel at all times and
 - to evaluate and modify (as necessary) the Work Plan based on; present (daily) conditions and post event's; duration, magnitude and type (mix) of precipitation respective to deployment and means and methods of Snow and Ice operations personnel, equipment and treatment.
- C. Three (3)-working employees shall be deployed as noted:
1 @ ground level, 1 @ the first floor level and 1 @ 2nd plaza level during snow ops to monitor and report conditions and progress, (as needed to superintendent) while performing perform snow and ice ops.
- D. The Contractor is required to maintain an ADA accessible walkway clear path from the existing 2nd floor level train platform exit/entrance from the building (the current high-level platform access point to/from the building), along the plaza from the eastern end of the existing high-level platform down to the western side of the I-290 OH Bridge and the MBTA to the western side of the I-290 Bridge beyond Grafton St bridge. This also includes all existing ADA accessible ramps and stairs that shall always need to maintain a clear and treated path to allow safe passage, traversing and travel at all times
- E. MBTA- Commuter Rail, AMTRAK, GREYHOUND and PETERPAN BUSWAYS, FRONT DRIVEUP and all ENTRANCES walkways, plaza and platform are CRITICAL PRIORITY AREAS;

As Standard Operating Procedure – coordinate operations anticipating commuter arrival and departures) with train and bus schedules (e.g., based on the first train leaves at 4:15 am and commuters start arriving at 4:00 am).

- F. The infrastructure (to, from and within) these areas MUST undergo and have completed Snow & Ice Management operations preceding the 15 minute scheduled arrival or departure trains or buses arrival (Vehicle or Pedestrian) of commuters prior that time and especially the sidewalks and staircases MUST be clear by that time.
- G. Snow and Ice Management operations shall not cause any snow to be placed, impact or effect the MBTA train platform or track rail bed.
- H. The contractor shall evaluate the existing surface conditions of train platform's surface, tactile panels and (bridge-like) exposure and shall use appropriate means and methods during Snow and Ice Management operations accordingly.
- I. Snow is required to be "removed" and cleared from all curbs and gutters from the upper front driveway way and lower taxi lane and bus slip and driveway through of the property to the snow storage area adjacent to Harding St. and the Taxi lane exit during and after each storm.
- J. The contractor shall removal snow from portions of the Train Platform canopy and portions of the Lower Bus Station canopy to prevent the sloughing- off and cantilevering of snow and ice from the edge of roof/canopy with appropriate hand equipment after each storm Immediately thereafter clear, remove displaced snow/ice on walkway and treat as necessary.
- K. Maintain an ADA accessible walkway clear path from the existing 2nd level entrance to the Worcester Union Station building (the current high-level platform access point to/from the building) to the western side of the I-290 Bridge. This includes the existing ADA accessible ramp that will always need to be maintained as a clear path.
- L. The Contractor shall take care in preparing these sidewalks and staircases for pedestrian activity. The proper and pre-emptive treatment is required.

DAMAGE

- A. At the end of each snow season the Contractor will remove all accumulated treat and debris from the above areas, and repair, at no additional cost to the WRA, any damage incurred due to weather conditions or plowing. (e.g. building, rails, pot holes, broken and disrupted curbing, paving, pavers, curbs, or stationary building monuments, fences or fixtures, .
- B. The Contractor shall exercise care in his work and shall be held liable for any damage incurred beyond normal wear and tear.
- C. Any damage to granite or asphalt curb, guard rails, fencing, concrete or asphalt sidewalks, parking meters, sign poles, signs, or landscaped areas, occurring during the Contractor s snow or removal operations will be corrected by the Contractor , or in failing to do so will be corrected by others and charged to the Contractor .
- D. The Contractor shall be liable for any and all repairs and/or damage to vehicles and/or property.
- E. CONTRACTOR 'S EQUIPMENT

- Equipment (includes fuels & operator): including but not limited: owned or leased; vehicles, any and all equipment or machines (powered and non-powered), all tools and accessories; to be on hand, maintained, fully operational in good operating condition, safe, compliant emissions, in clean and working condition as required to reliably support the contract work utilizing best Industry best practices. Equipment must meet all rules, regulations, registration, and inspection requirements of the Commonwealth of Massachusetts.
 - o Vehicles must be equipped with approved industry standard safety equipment including but not limited to backup warning, strobes, etc.
- The contractor is to include as part of his bid a list of equipment that will be used and is anticipated to be stored on site.
- The equipment to be provided is subject to inspection and approval by WRA/City personnel.

SNOW REMOVAL at Union Station

1. The Contractor shall begin and perform efficient snow removal operations from infrastructure using appropriate equipment to eliminate stockpiles/stacking that obscure or impede public rights of ways, crosswalks, driveways, parking, walkways, driveways, as further described below.
 - a. The Contractor shall commence snow removal operations at the earliest opportunity. Removal may be scheduled to occur concurrent with and during an active storm as appropriate based on duration and intensity and the progress of clearing. However, removal shall be completed no later than 24 hours after snow stops. The Contractor shall satisfactorily remove all snow displaced from snow management operations from the hard surfaces and areas within 24 hours upon stoppage in snow fall.
2. The Contractor shall not pile snow higher than two feet near line of sight at or near intersections of traffic lanes and/or cross walks. Any stockpiled snow exceeding 2 feet shall be cleared at the contractor's expense.
3. The Contractor is responsible for keeping all driveway entrances and exits, as well as sidewalks open to intersection crossings, free of snow at all times. The narrow walks behind fixed appurtenances, inaccessible for equipment clearing, shall be cleared using hand methods.
4. The Contractor shall remove snow from infrastructure in accordance with a priority list, established protocol and/or in an updated Work Plan approved by WRA representative.
5. Authorization of Work the Successful Bidder shall be contracted to the WRA representative(s) and shall be provided with a list of personnel authorized to direct services. No other authorization shall be honored The Contractor shall not be paid for services that were not requested by authorized personnel.
6. Contractor shall notify a WRA authorized representative upon completion of services for each event.
7. Follow-Up: Immediately after each of the snow removal events, the Contractor's representative shall be available to tour the activity areas with a designated WRA's representative to review the work.

SNOW & ICE MANAGEMENT SERVICES at Eight (8) WRA REMOTE SIDEWALKS **Scope, Schedule and Pricing**

The Worcester Redevelopment Authority (WRA) having properties remote from Union Station 2 Washington Square request for snow removal from and/or treatment services of public sidewalks that abut certain WRA Properties to conform to the City ordinance regarding post-storm snow removal.

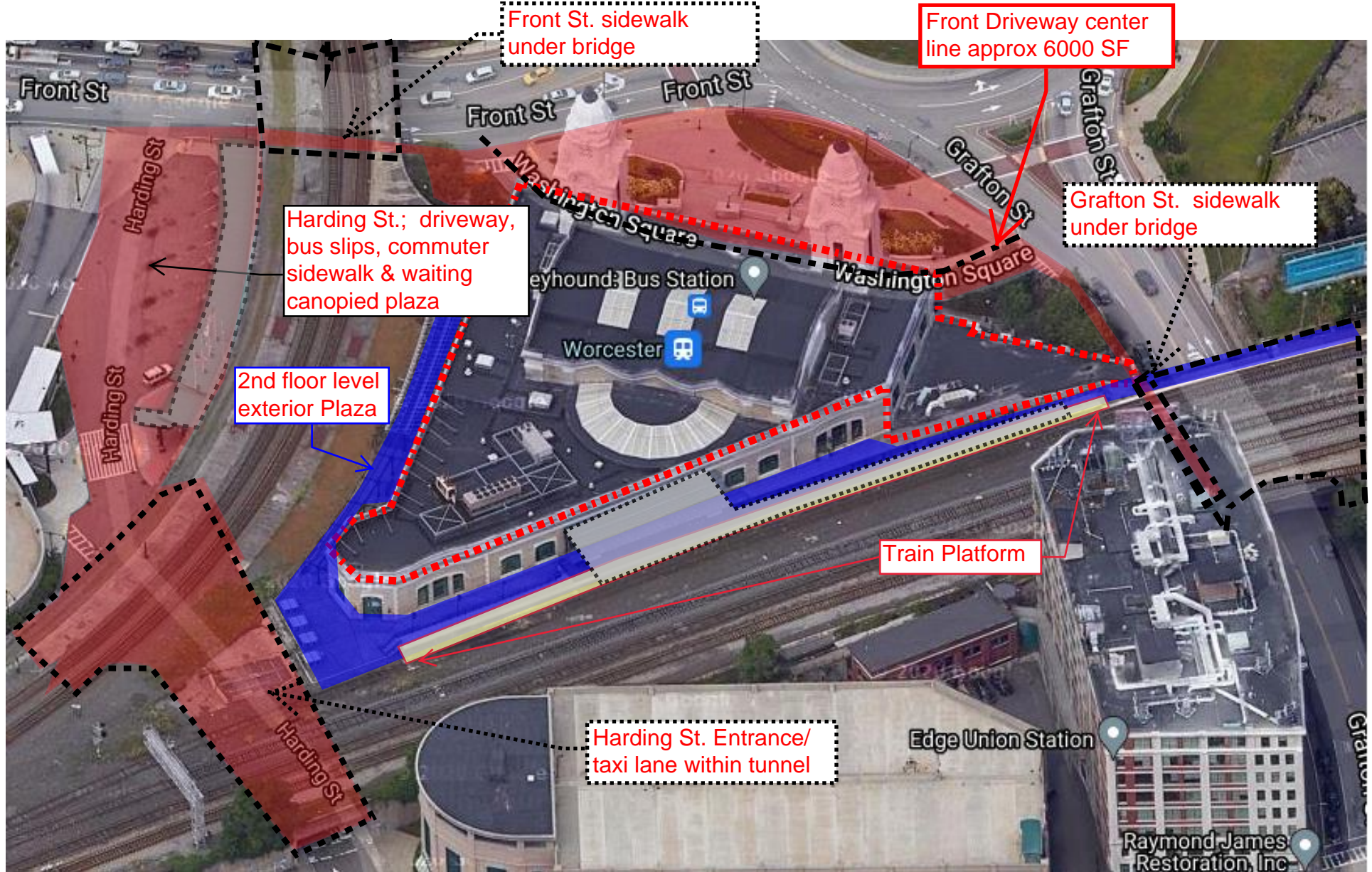
The successful bidder must meet all the General Conditions as applicable and herein specifications for sidewalk snow removal and/or treatment listed below:

1. General Conditions in this LANDSCAPE MAINTENANCE AND SNOW & ICE MANAGEMENT SERVICES at Union Station, 2 Washington Square, apply to the IFB
2. Treatment, for the purposes of Sidewalks, will be the spreading of suitable material as defined under Definitions Section of this IFB. Treatment will only be applied to public sidewalks upon at times and conditions as established by best industry practices and/or specific direction from the WRA.
3. Provide the equipment/supplies for clearing the snow and/or treating the public sidewalk to a width of at least four (4) feet. Snow shall not be placed in the street or onto private sidewalks or driveways.
4. The contractor must remove snow from and/or treat the public sidewalk on the list of WRA properties (below), **in accordance with the schedule listed below**, after the cessation of snowfall during which more than two (2) inches of snow accumulates; or upon specific direction from the WRA.
5. Respond to commence snow clearing operations to each request to remove snow from and/or treat a public sidewalk as follows:
 - **Up to 12” of precipitation: within 10 hours**
 - **12” to 24” of precipitation: within 12 hours**
 - **24” or more of precipitation: within 16 hours**

Responding to requests for service within the required timeframe is of critical importance. Bidders must be prepared to provide service as required by this contract.

6. Compensation for sidewalk snow removal will be per linear foot (LF) per range of snow depth as defined in the bid items. For this purpose, the official snow depth for a given storm will be that as recorded by the National Weather Service at Worcester Airport.
7. The contractor will provide an invoice for each service date detailing the specific property addresses and linear footage cleared/treated, the official snow depth as defined in Item 5 above and the bid removal and/or treatment cost per linear foot (LF) and the total payment due. The contractor must have the appropriate equipment to measure the linear footage of the property from which snow is removed and/or treatment is applied. The invoice must be submitted to WRA, 455 Main St. Room 201, Worcester, MA 01608 within seven (7) days after the sidewalk has been cleared and/or treated.

- 8.** The successful bidder(s) will provide the WRA with a telephone number that is manned between the hours of 7 AM and 5 PM Monday through Friday and a mobile number for extended hours and email address.
- 9.** Property locations are as indicated below. WRA reserves the right to add and or delete locations from this contract as the need arises. Any additional locations shall be paid for using the contract unit prices.
- 10.** See Exhibit B for area plans and estimated linear footage of sidewalks.
- 11.** See Exhibit BB for Price Sheet.



Driveway, bus slips, sidewalks, plaza



Canopy



Street, driveway, bus slips, sidewalks, plaza under Tunnel or Bridge;



Train Platform

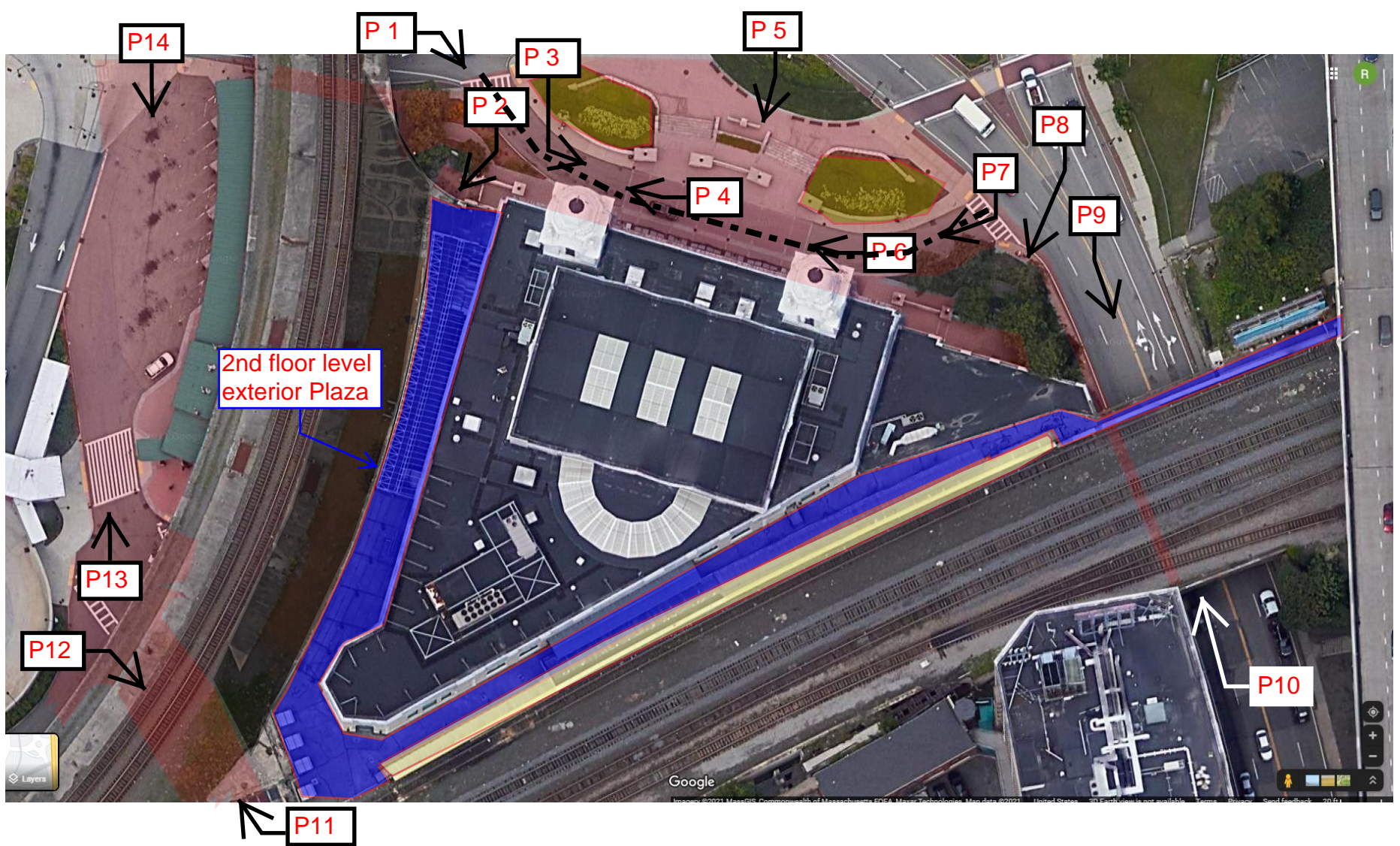


2nd floor level plaza walkway

WRA- SNOW & ICE MANAGEMENT SERVICES @ UNION STATION

EXHIBIT "A"

Page 1 of 7













SNOW REMOVAL
STORAGE



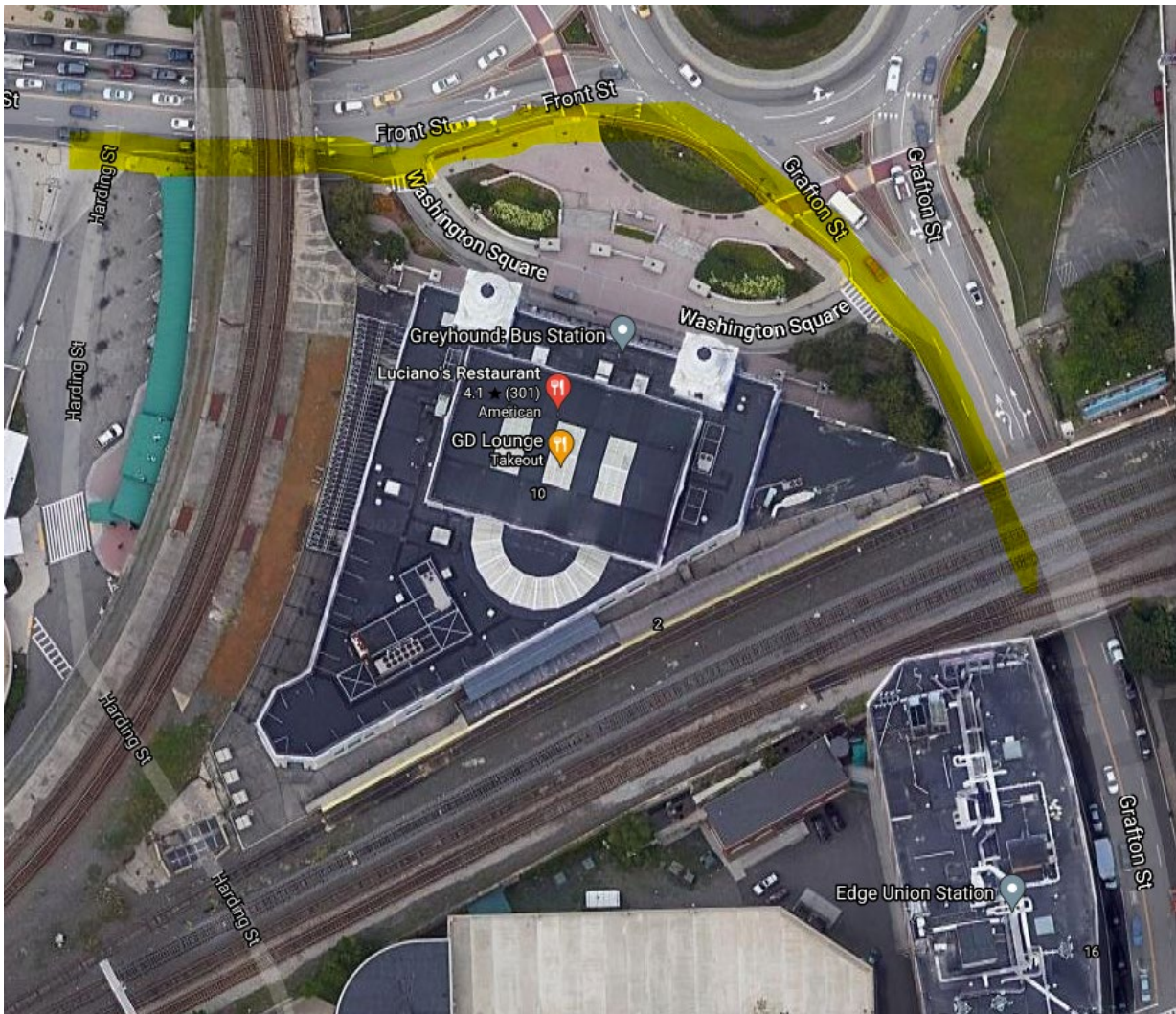
Exhibit B
Remote WRA Sidewalk Sites for Snow Removal and Ice Treatment
Property Listing Sheet

Site #	Address	Estimated Linear Feet
1 & 2	20 Washington Street and 36 Washington Square	640 LF
3	10 Washington Square	See Union Station Plan
4	WRTA HUB at 60 Foster Street	See WRTA HUB Plan
5	0 Lancaster Street	112 LF
6	0 Everett Street	115 LF
7	35 North Ashland Street	493 LF
8	38 Green Street	375 LF
	TOTAL Linear Feet	2,415 LF

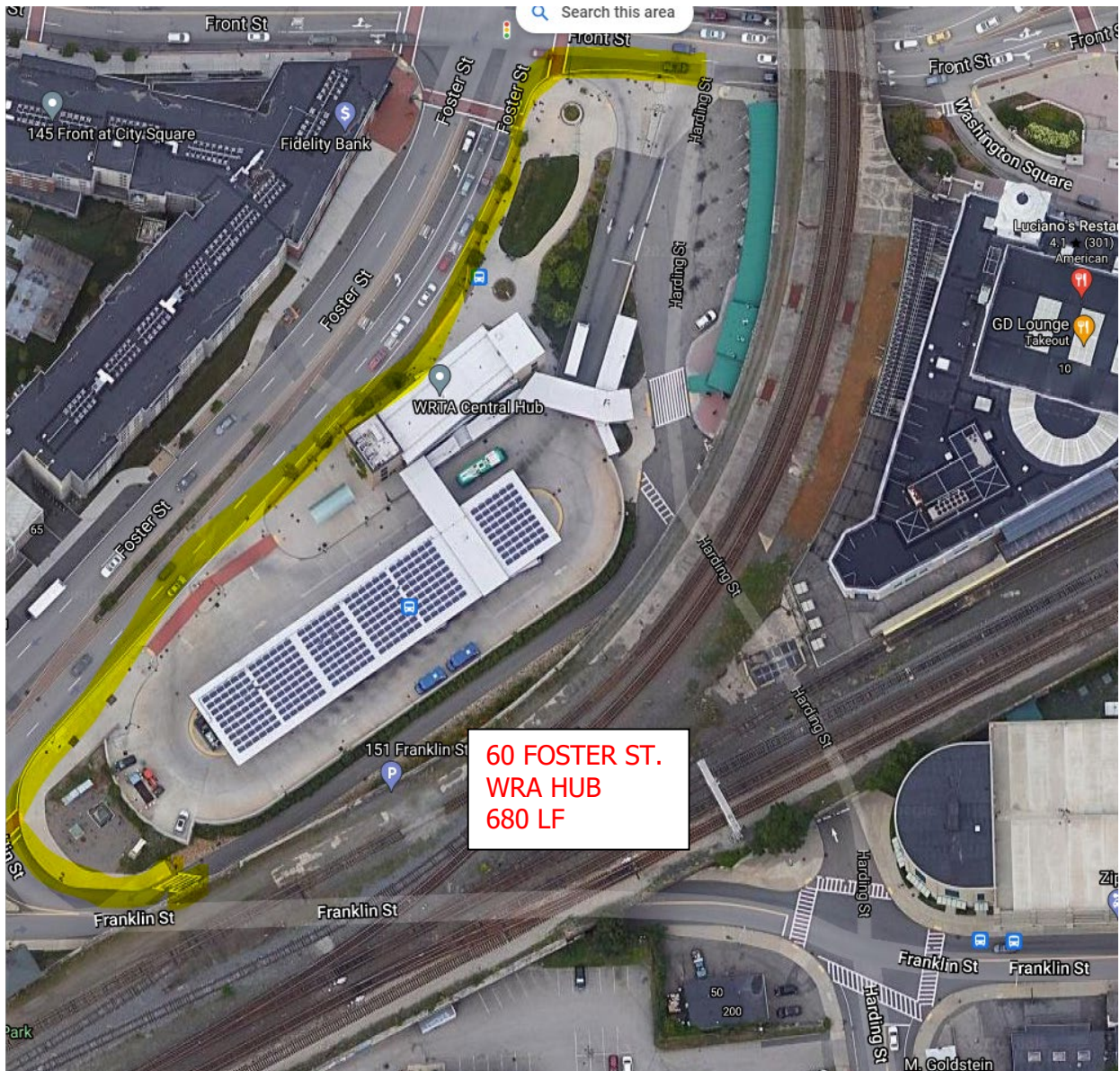


Site 1:
20 Washington Square

Site 2:
36 Washington Square



Site 3:
10 Washington Square – Union Station

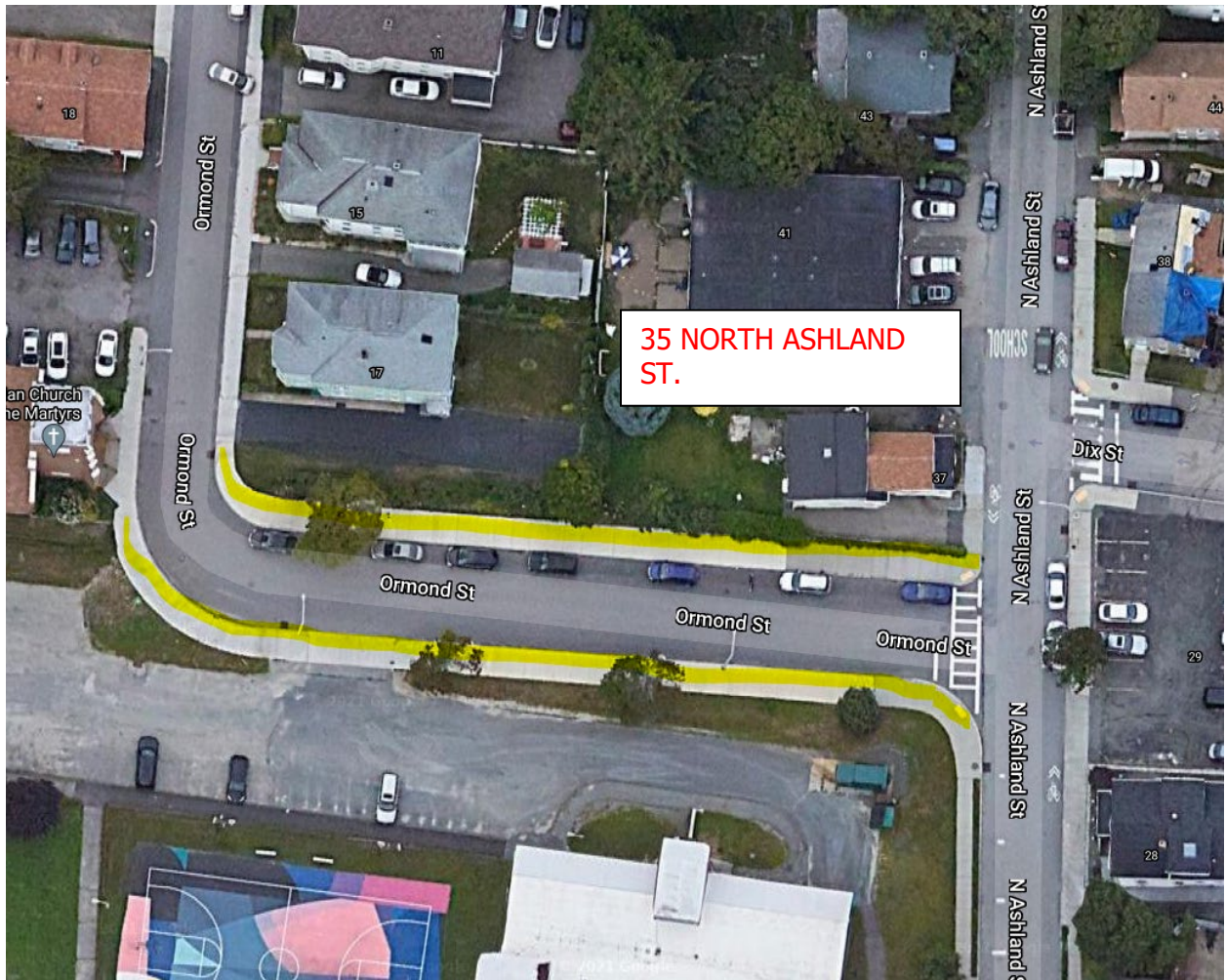


Site 4:
60 Foster Street
WRTA HUB

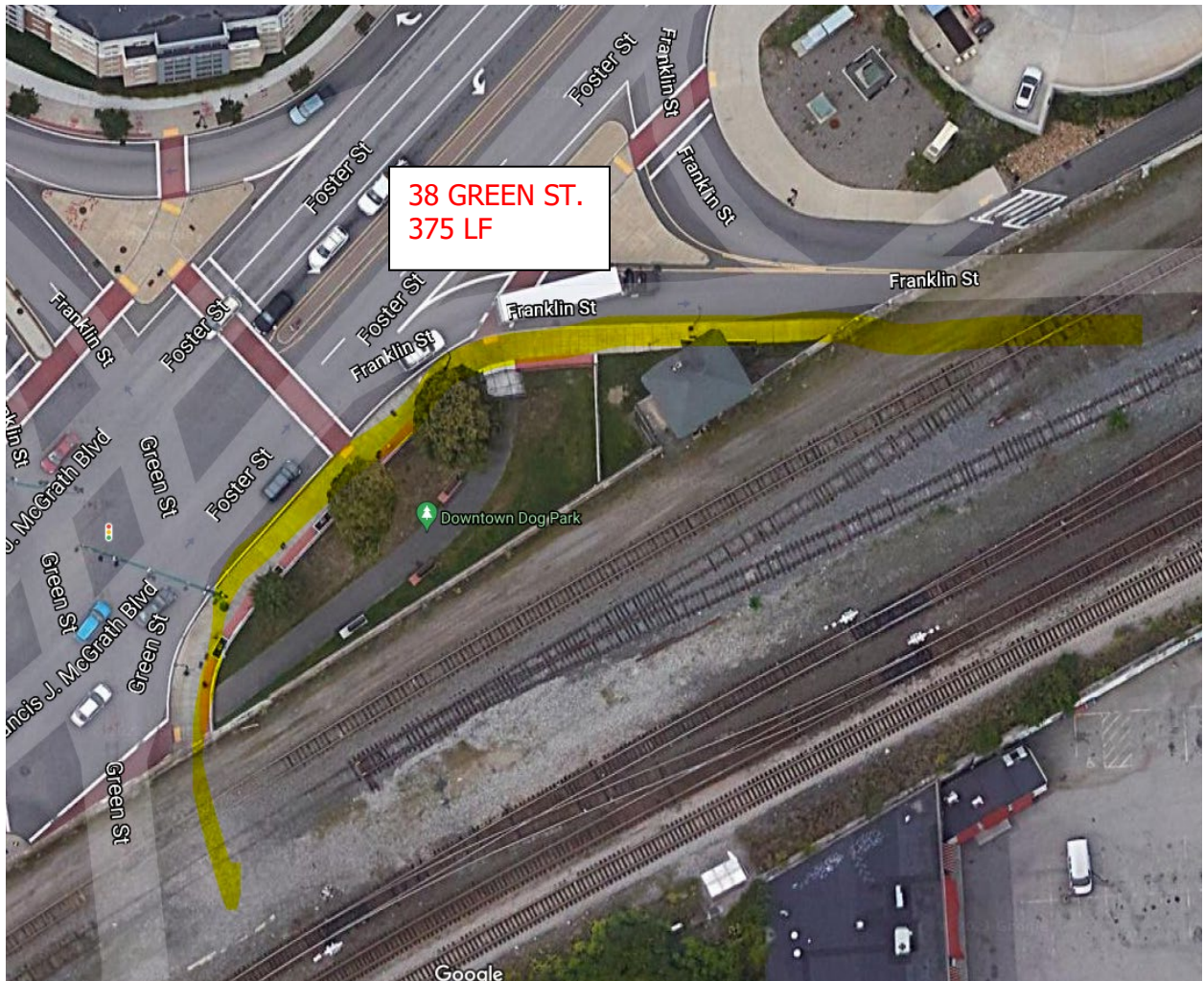


Sites 5:
0 Lancaster Street

Site 6:
0 Everett Street



Site 7:
35 North Ashland Street



Site 8:
38 Green Street

FRAMINGHAM/WORCESTER LINE

2021 Fall/Winter Schedule Effective October 11, 2021

EXHIBIT C TRAIN SCHEDULES

Monday to Friday (except when Storm Service is operating)

Inbound to Boston			AM												PM											
LINE	STATION	TRAIN #	500	502	582	504	584	506	586	508	510	512	514	516	518	520	522	524	592	526	528	596	530	532	534	536
Bikes Allowed																										
8	Worcester	5	4:15	5:00	-	6:00	-	7:00	-	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	-	5:00	6:00	-	7:00	8:20	9:20	10:20
8	Grafton	5	4:28	5:13	-	6:13	-	7:13	-	8:13	9:13	10:13	11:13	12:13	1:13	2:13	3:13	4:13	-	5:13	6:13	-	7:13	8:33	9:33	F 10:33
7	Westborough	5	4:32	5:17	-	6:17	-	7:17	-	8:17	9:17	10:17	11:17	12:17	1:17	2:17	3:17	4:17	-	5:17	6:17	-	7:17	8:37	9:37	F 10:37
6	Southborough	5	4:41	5:26	-	6:26	-	7:26	-	8:26	9:26	10:26	11:26	12:26	1:26	2:26	3:26	4:26	-	5:26	6:26	-	7:26	8:46	9:46	F 10:46
6	Ashland	5	4:45	5:30	-	6:30	-	7:30	-	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	-	5:30	6:30	-	7:30	8:50	9:50	F 10:50
5	Framingham	5	4:55	5:40	5:55	6:40	6:55	7:40	7:55	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:10	5:40	6:40	7:10	7:40	9:00	10:00	F 11:00
4	West Natick	5	5:00	5:45	6:00	6:45	7:00	7:45	8:00	8:45	9:45	10:45	11:45	12:45	1:45	2:45	3:45	4:45	5:15	5:45	6:45	7:15	7:45	9:05	10:05	F 11:05
4	Natick Center	5	5:05	-	6:05	-	7:05	-	8:05	8:50	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:50	5:20	5:50	6:50	7:20	7:50	9:10	10:10	F 11:10
3	Wellesley Square	5	5:09	-	6:09	-	7:09	-	8:09	8:54	9:54	10:54	11:54	12:54	1:54	2:54	3:54	4:54	5:24	5:54	6:54	7:24	7:54	9:14	10:14	F 11:14
3	Wellesley Hills	5	5:13	-	6:13	-	7:13	-	8:13	8:57	9:57	10:57	11:57	12:57	1:57	2:57	3:57	4:57	5:27	5:57	6:57	7:27	7:57	9:17	10:17	F 11:17
3	Wellesley Farms	5	5:16	-	6:16	-	7:16	-	8:16	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	5:30	6:00	7:00	7:30	8:00	9:20	10:20	F 11:20
3	Auburndale	5	5:21	-	6:21	-	7:21	-	8:21	9:05	F 10:05	F 11:05	-	F 1:05	-	-	-	-	-	-	-	F 7:35	-	F 9:25	F 10:25	-
3	West Newton	5	5:24	-	6:24	-	7:24	-	8:24	9:08	F 10:08	F 11:08	-	F 1:08	-	-	-	-	-	-	-	F 7:38	-	F 9:28	F 10:28	-
1	Newtonville	5	5:27	-	6:28	-	7:27	-	8:28	9:12	F 10:11	F 11:11	-	F 1:11	-	-	-	-	-	-	-	F 7:41	-	F 9:31	F 10:31	-
1A	Boston Landing	5	L 5:34	L 6:07	L 6:35	L 7:07	L 7:35	L 8:07	L 8:35	L 9:18	L 10:17	L 11:17	L 12:12	L 1:17	L 2:12	L 3:12	L 4:12	L 5:12	L 5:42	L 6:12	L 7:12	L 7:47	L 8:12	L 9:37	L 10:37	L 11:32
1A	Lansdowne	5	L 5:39	L 6:12	L 6:40	L 7:12	L 7:40	L 8:12	L 8:40	L 9:23	L 10:22	L 11:22	L 12:17	L 1:22	L 2:17	L 3:17	L 4:17	L 5:17	L 5:47	L 6:17	L 7:17	L 7:52	L 8:17	L 9:42	L 10:42	L 11:37
1A	Back Bay	5	L 5:44	L 6:17	L 6:45	L 7:17	L 7:45	L 8:17	L 8:45	L 9:28	L 10:27	L 11:27	L 12:22	L 1:27	L 2:22	L 3:22	L 4:22	L 5:22	L 5:52	L 6:22	L 7:22	L 7:57	L 8:22	L 9:47	L 10:47	L 11:42
1A	South Station	5	5:50	6:23	6:51	7:23	7:51	8:23	8:51	9:34	10:33	11:33	12:28	1:33	2:28	3:28	4:28	5:28	5:58	6:28	7:28	8:03	8:28	9:53	10:53	11:48

Monday to Friday (except when Storm Service is operating)

Outbound from Boston			AM								PM														
LINE	STATION	TRAIN #	501	503	505	507	509	511	513	515	517	519	521	591	523	593	525	595	527	529	531	533	535	537	
Bikes Allowed																									
1A	South Station	5	4:55	5:55	6:55	7:55	8:55	9:55	10:55	11:50	12:55	1:50	2:50	3:35	4:05	4:35	5:05	5:35	6:05	6:35	7:35	8:35	9:55	10:55	
1A	Back Bay	5	5:01	6:01	7:01	8:01	9:01	10:01	11:01	11:56	1:01	1:56	2:56	3:41	4:11	4:41	5:11	5:41	6:11	6:41	7:41	8:41	10:01	11:01	
1A	Lansdowne	5	5:06	6:06	7:06	8:06	9:06	10:06	11:06	12:01	1:06	2:01	3:01	3:46	4:16	4:46	5:16	5:46	6:16	6:46	7:46	8:46	10:06	11:06	
1A	Boston Landing	5	F 5:11	F 6:11	7:11	8:11	9:11	F 10:11	F 11:11	F 12:06	F 1:11	F 2:06	F 3:06	3:51	4:21	4:51	5:21	5:51	6:21	6:51	F 7:51	F 8:51	F 10:11	F 11:11	
1	Newtonville	5	-	-	-	-	-	-	-	F 12:11	-	F 2:11	F 3:11	3:56	-	4:56	-	5:56	-	6:56	F 7:56	F 8:56	F 10:16	F 11:16	
2	West Newton	5	-	-	-	-	-	-	-	F 12:14	-	F 2:14	F 3:14	4:00	-	5:00	-	6:00	-	7:00	F 7:59	F 8:59	F 10:19	F 11:19	
2	Auburndale	5	-	-	-	-	-	-	-	F 12:17	-	F 2:17	F 3:17	4:03	-	5:03	-	6:03	-	7:03	F 8:02	F 9:02	F 10:22	F 11:22	
3	Wellesley Farms	5	F 5:21	6:21	7:21	8:21	9:21	10:21	11:21	12:21	1:21	2:21	3:21	4:07	-	5:07	-	6:07	-	7:06	8:06	9:06	10:26	11:26	
3	Wellesley Hills	5	F 5:23	6:23	7:23	8:23	9:23	10:23	11:23	12:23	1:23	2:23	3:23	4:10	-	5:10	-	6:10	-	7:08	8:08	9:08	10:28	11:28	
3	Wellesley Square	5	F 5:26	6:26	7:26	8:26	9:26	10:26	11:26	12:26	1:26	2:26	3:26	4:13	-	5:13	-	6:13	-	7:11	8:11	9:11	10:31	11:31	
4	Natick Center	5	F 5:30	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:17	-	5:17	-	6:17	-	7:15	8:15	9:15	10:35	11:35	
4	West Natick	5	5:35	6:35	7:35	8:35	9:35	10:35	11:35	12:35	1:35	2:35	3:35	4:22	4:38	5:22	5:38	6:22	6:38	7:20	8:20	9:20	10:40	11:40	
5	Framingham	5	5:40	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:30	4:43	5:30	5:43	6:30	6:43	7:25	8:25	9:25	10:45	11:45	
6	Ashland	5	5:46	6:46	7:46	8:46	9:46	10:46	11:46	12:46	1:46	2:46	3:46	-	4:49	-	5:49	-	6:49	7:31	8:31	9:31	10:51	11:51	
6	Southborough	5	5:51	6:51	7:51	8:51	9:51	10:51	11:51	12:51	1:51	2:51	3:51	-	4:54	-	5:54	-	6:54	7:36	8:36	9:36	10:56	11:56	
7	Westborough	5	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	-	5:03	-	6:03	-	7:03	7:45	8:45	9:45	11:05	12:05	
8	Grafton	5	6:05	7:05	8:05	9:05	10:05	11:05	12:05	1:05	2:05	3:05	4:05	-	5:09	-	6:09	-	7:09	7:50	8:50	9:50	F 11:10	F 12:10	
8	Worcester	5	6:21	7:21	8:21	9:21	10:21	11:21	12:21	1:21	2:21	3:21	4:21	-	5:28	-	6:28	-	7:28	8:08	9:06	10:06	11:26	12:26	

P Times in purple with "F" indicate a flag stop: Passengers must tell the conductor that they wish to leave. Passengers waiting to board must be visible on the platform for the train to stop.

Times in blue with "L" indicate an early departure: The train may leave ahead of schedule at these stops.

Bikes: Bicycles are allowed on trains with the bicycle symbol shown below the train number.

High level platform and bridge plate available. Visit [mbta.com/accessibility](https://www.mbta.com/accessibility) for more information.

Schedules may change in the event of severe weather

During weather events, these symbols will communicate service level and impact on passengers. Service level for the following day will be announced mid-afternoon on the prior day.

REGULAR SERVICE
Trains will operate on a normal schedule.

STORM SERVICE
Trains will operate on a weekend schedule.

NO SERVICE
No passenger service on Commuter Rail.

Weekend & Storm Service

Inbound to Boston			AM				PM					
SUNDAY SERVICE			1500	1502	1504	1506	1508	1510	1512	1514	1516	1518
LINE	STATION	SUNDAY SERVICE	2500	2502	2504	2506	2508	2510	2512	2514	2516	2518
Bikes Allowed												
8	Worcester	5	5:10	7:10	9:10	11:10	1:10	3:10	5:10	7:10	9:10	11:10
8	Grafton	5	5:23	7:23	9:23	11:23	1:23	3:23	5:23	7:23	9:23	11:23
7	Westborough	5	5:27	7:27	9:27	11:27	1:27	3:27	5:27	7:27	9:27	11:27
6	Southborough	5	5:35	7:35	9:35	11:35	1:35	3:35	5:35	7:35	9:35	11:35
6	Ashland	5	5:40	7:40	9:40	11:40	1:40	3:40	5:40	7:40	9:40	11:40
5	Framingham	5	5:50	7:50	9:50	11:50	1:50	3:50	5:50	7:50	9:50	11:50
4	West Natick	5	5:54	7:54	9:54	11:54	1:54	3:54	5:54	7:54	9:54	11:54
4	Natick Center		5:59	7:59	9:59	11:59	1:59	3:59	5:59	7:59	9:59	11:59
3	Wellesley Square		6:04	8:04	10:04	12:04	2:04	4:04	6:04	8:04	10:04	12:04
3	Wellesley Hills		6:07	8:07	10:07	12:07	2:07	4:07	6:07	8:07	10:07	12:07
3	Wellesley Farms		6:10	8:10	10:10	12:10	2:10	4:10	6:10	8:10	10:10	12:10
3	Auburndale		6:14	8:14	10:14	12:14	2:14	4:14	6:14	8:14	10:14	12:14
3	West Newton		6:17	8:17	10:17	12:17	2:17	4:17	6:17	8:17	10:17	12:17
1	Newtonville		6:20	8:20	10:20	12:20	2:20	4:20	6:20	8:20	10:20	12:20
1A	Boston Landing	5	L 6:26	L 8:26	L 10:26	L 12:26	L 2:26	L 4:26	L 6:26	L 8:26	L 10:26	L 12:26
1A	Lansdowne		L 6:31	L 8:31	L 10:31	L 12:31	L 2:31	L 4:31	L 6:31	L 8:31	L 10:31	L 12:31
1A	Back Bay	5	L 6:35	L 8:35	L 10:35	L 12:35	L 2:35	L 4:35	L 6:35	L 8:35	L 10:35	L 12:35
1A	South Station	5	6:40	8:40	10:40	12:40	2:40	4:40	6:40	8:40	10:40	12:40