



The City of
WORCESTER

Administration & Finance – Purchasing Division
Christopher J. Gagliastro, MCPPO – Purchasing Director
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www.worcesterma.gov

Christopher J. Gagliastro, MCPPO
Purchasing Agent

RFP NO.: CR-7843-W3
ISSUANCE DATE: 6/29/22

BUYER: Christopher J. Gagliastro

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Cleaning Services – Union Station / WRA - DPE

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: Provide cleaning services as per the attached requirements & specifications of the Worcester Redevelopment Authority (WRA) for a period of one year from date of contract. This contract may be renewed for two additional one-year periods, at the sole discretion of the WRA. The option to renew shall be determined by the WRA as noted in this RFP. Please refer to pricing pages for renewal options.**
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 proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: all apply
4. A performance bond in the amount of N/A will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division and are to be in duplicate. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The WRA encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "WRA" means The Worcester Redevelopment Authority, Worcester, MA.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal 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 increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the WRA. The WRA is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 180 days from the deadline for its submission. The WRA will decide upon acceptance within 180 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision 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.

11. The WRA reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The WRA will review and analyze each proposal, and reserve the right to interview selected proposers. The WRA shall select the proposer, which in the WRA's opinion, has made the proposal best suited to the needs and goals of the WRA and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the WRA for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer 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 proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: 7/6/22 at 10:00 AM at Union Station – Grand Hall.
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the WRA. Should the Contractor attempt any of the above without the written consent of the WRA, the WRA reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the WRA with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the WRA with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the WRA with certificates showing that all its employees connected with the management operations are protected under worker's compensation insurance policies.

19.1 Wherever other Insurance requirements are noted in this RFP, the higher amounts of coverage shall prevail.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the WRA so as to save the WRA 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 contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the WRA.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated WRA / City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the WRA.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the WRA are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.

28. Expenditures by the WRA and authorization to spend for particular purposes are made on a fiscal year basis. The WRA's fiscal year is the twelve month period ending June 30 of each year. The obligations of the WRA under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The WRA agrees to make reasonable efforts to obtain funding and all necessary authorization.
29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the WRA.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the WRA's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the WRA provided, however, that claims for money due or to become due to vendor from the WRA may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the WRA. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the WRA against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the WRA. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the WRA has consented shall be attached to the original of the contract on file in the WRA.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
34. The vendor shall provide to the WRA a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor,

and/or its subcontractors, performs as expected and promised by the Vendor.

35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the WRA shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the WRA in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the WRA having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. **Therefore, no reference to pricing may be made in the proposal of evaluation considerations. Failure to keep pricing confidential may result in rejection of proposal.**

A sealed package containing **the original, 3 copies and 1 PDF copy on USB drive** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Cleaning Services – Union Station / WRA - DPF – Technical Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-7843-W3

A sealed package containing **the original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Cleaning Services - Union Station / WRA - DPF – Price Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-7824-W1

Price proposal submission information is located at end of the technical specifications.

Proposals must be delivered no later than Wednesday, July 27, 2022 at 10:00 AM LOCAL TIME. Late submissions will be rejected, regardless of circumstances. The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the WRA who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the WRA based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

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 Consultant; and in case of firms give names of the individual members)

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

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Email _____

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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_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Email: _____

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.

E.I. 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 _____

DATE _____

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

REQUEST FOR PROPOSALS: CLEANING SERVICES AT UNION STATION

RFP #: CR-7843-W3

SECTION 1. GENERAL INFORMATION

Request for Proposals - Schedule

Site Visit: A site visit will take place on **Wednesday, July 6, 2022 at 10:00am** commencing from the Grand Hall in Union Station. Parking is available at the Union Station Parking garage on Franklin Street.

Questions/Clarifications: The deadline for questions or clarification must be received by **Thursday, July 14, 2022 5pm** via email and directed to the City of Worcester, Purchasing Division, Purchasing Director: **gagliastroc@worcesterma.gov**

Submission Date: **Proposals must be delivered no later than Wednesday, July 27, 2022 at 10:00 AM LOCAL TIME**. Late submissions will be rejected, regardless of circumstances. The City of Worcester is not responsible for submittals not properly marked.

The Worcester Redevelopment Authority (WRA) in conjunction with the City of Worcester, Dept. of Public Facilities, and the Worcester Regional Transit Authority, is seeking professional Cleaning Services at Union Station, 2 Washington Square, Worcester, MA.

Due to funding provisions and procurement requirements, the WRA, City of Worcester, and FTA/WRTA each require distinct documentation be submitted with this solicitation.

The WRA is an Equal Opportunity Employer. Disadvantaged Business Enterprises are encouraged to submit proposals and no Proposer 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.

Proposers 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, but not limited to, 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: site conditions; commuter, tenant, and public activity; operations; construction; transit schedules; scope of services; exterior grounds; general sense of the commuting public and associated supporting vehicular activity at large; deliveries; trash/recycle area; etc.

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 on the exterior 2nd floor west plaza.
- ▶ The WRA Police substation offices are located in the Rotunda area.
- ▶ Union Café – takeout coffee shop on the 1st floor of the Rotunda.
- ▶ East Restaurant - 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. Offices are no longer occupied, due to eticket only service. 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), at the Harding Street entrance.
- ▶ 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.
- ▶ Exterior waste receptacles and future interior waste receptacles are located throughout the site.
- ▶ Public restrooms are available at the lower level bus station entrance, 1st and 2nd floor of the rotunda, and grand hall.

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; hours are as published herein and are subject to change:

- Monday, Tuesday, and Wednesday 4am -12am
- Thursday and Friday 4am – 2am
- Saturday and Sunday 6am – 2am.

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, now underway through January 2024. 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.

Support of train, bus tenants and special events shall be provided through this cleaning contract. Cleaning staff shall be on site during all hours of building occupancy, as noted above and subject to change. Emergency and ad hoc hours may be added to this contract as requested by the City of Worcester, Department of Public Facilities.

SECTION 2. Supplementary INSTRUCTIONS TO PROPOSERS

2.1 Proposer Information

The successful proposer shall be responsible for providing and supplying all services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard building and office-cleaning practices are followed and performed at all times.

Services shall be performed in a timely, safe, and efficient manner, utilizing best industry practices throughout all seasons, as well as normal and prolonged durations, fluctuations in occupancy, or special events.

The services include but are not limited to: professional management, supervision, training, labor, consumables, materials, and equipment necessary to fully satisfy all requirements of this RFP. The contract will be for a period of One (1) year from the date of this contract award. Before submitting a RFP, each proposer must make a careful study of all specifications and RFP/contract requirements and fully assure themselves as to the quality of services required by this Invitation for RFPs. Pricing for second and third year options shall be provided on the pricing form.

The WRA upon reasonable notice, shall always have the right to audit all books, papers, documents, invoices, financial statements, payroll and/or records of the proposer relative to and associated with the services performed and consumables provided at Union Station under this contract.

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.

The selected proposer's representative will be required to submit a Weekly Update and Monthly Report to the WRA's representative or his building management designee for the purpose of keeping all parties informed of any ongoing overall building maintenance performance issues and/or new issues that may arise. In addition, the selected firm upon request may be required to attend a particular specific and/or monthly scheduled meeting, as designated at Union Station. During such meeting the selected proposer's representative may be required to participate in a monthly prep meeting with the WRA's representative or his building management designee, in addressing complaints, consistency, quality and level of cleaning, incidents, and recommended maintenance and operations schedules

2.2 Cost Associated with Preparing Response to RFP

The Proposer 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, City of Worcester, WRTA or FTA.

2.3 RFP Submittal Content and Requirements

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

1. **City of Worcester Form 30B Forms**

2. **RFP Proposer Package** including, but not limited to: Proposer Information, Surety, Non-Collusion, Evaluation Criteria Response, and Price Form

3. **References** including a list of properties where similar services are currently, or have been performed within the past three (5) years. The list must include the name, address, and phone number and email of the contract officer of the awarding entity.

4. **Prospective Proposer Fact Sheet**

5. **Worcester Redevelopment Authority (WRA) Forms**

The goods and /or services covered by this RFP are being funded in part with funds from the City of Worcester and the Federal Transit Administration (FTA). As such, the enclosed WRA forms and requirements apply to this procurement (located in **EXHIBIT D**) 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**

6. **Federal Contract Clauses and Forms**

a. The goods and /or services covered by this RFP are being funded in part with funds from the Federal Transit Administration (FTA). As such, the enclosed Federal Contract Clauses apply to this procurement 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.

b. **SAM.GOV** Certification – **All proposers must be registered on the System for Award Management (SAM)**, an official website of the U.S. government, online at www.sam.gov. There is no cost to use SAM, and registration to do business with the U.S. government is available directly through the SAM website. The website and process were recently updated. This process can take an extended period of time, so please **register early**. Firms not registered and active in SAM by the proposal due date will not be considered for this award.

2.4 **Disadvantaged Business Enterprise (DBE) Objective / Policy Statement ***

The Worcester Redevelopment Authority (WRA) in conjunction with the WRTA as required by the DOT has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the Federal Transit Administration (FTA) 49 CFR § 26. The WRA has received Federal financial assistance from the DOT/FTA/WRTA and as a condition of receiving this assistance, the WRA is compliant with 40 CFR § 26.

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

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

*** See attached WRTA and WRA DBE Policy Statement, Required Submission Forms, and Templates.**

2.5 Reservations

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

- 1) To reject any and all bids, without indicating any reason for such rejection.
- 2) Waive or correct any minor or inadvertent defect, irregularity or technical error in any RFP or procedure, as part of the RFP or any subsequent negotiation process.
- 3) Terminate this RFP and issue a new Request for Proposals anytime thereafter.
- 4) Procure any materials or services specified in the RFP by other means.
- 5) Extend any or all deadlines specified in the RFP, including deadlines for accepting RFP's by issuance of an Addendum at any time prior to the deadline for receipt of bids to the RFP.
- 6) Disqualify any Proposer 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.
- 7) Reject any Proposer that is in breach of or in default under any other agreement with the WRA.
- 8) Reject any Proposer deemed by the WRA to be non-responsive, unreliable, unqualified, or non-responsible.

2.6 Interpretation

Should any discrepancies or omissions be found in the RFP specifications / requirements, or doubt as to their meaning, the Proposer shall notify the City of Worcester, Purchasing Director, in writing at once (email is acceptable). The City of Worcester will post updates or addenda on its website. The WRA or City of Worcester 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.

2.8 Termination Clause and Conditions

If at any time, the WRA determines that the services of the successful proposer 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 firm. The firm will be paid for all work completed up to the point of termination of the contract.

If at any time, the successful proposer 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:

- 1) Provide a sufficient level of management, supervision and training.
- 2) Manage and provide effective, timely and responsive scheduling of employees to ensure daily-full shift coverage.
- 3) Maintain full shift coverage. If there is a gap or lapse in coverage of any assigned and/or scheduled employee (i.e., late start, absences, etc.) at any time during any shift, the successful proposer shall promptly provide additional employee or employees in sufficient number and ability to fully complete the specific shift or shifts cleaning coverage responsibilities.
- 4) Provide a professional level of management and supervision to ensure a level of quality and consistency of service with trained and regularly assigned personnel that are assigned to Union Station on a regular and ongoing basis.
- 5) Successful proposer shall employ and regularly assign daily (exclusively to Union Station), qualified and properly trained employees on an on-going and regular and daily basis.
- 6) Follow proper procedures and protocols to ensure the quality level and standard of workmanship and safety.
- 7) Provide and supply a level and standard of products and/or supplies that will meet the industry's established level of cleaning for a building with the level, quality, type of finishes, hours of operation, and mixed type of public/private occupancy, within a building such as Union Station.
- 8) Maintain and provide sufficient on-site written (electronically available) inventory including but not limited to: equipment, tools, cleaning supplies, and consumables and maintain written "living" inventory and logs on site updated daily.
- 9) Provide and maintain commercial grade and sufficiently sized (to maximize efficiency) quantities of cleaning tools, supplies and equipment (on-site), in sound working order, free of defects, and fully operational with service contracts for large cleaning equipment.
- 10) Employees shall each have a high level of public safety training and working knowledge of best and highest safety practices and a working knowledge of public health and hygiene on a task-by task-basis sufficient for a public building of the type, size and use as Union Station.
- 11) Maintain daily and submit monthly (with invoicing) hard and electronic record copies of all inventory of, consumables, supplies and products, etc. (formatting shall be submitted for approval of WRA representative).
- 12) Provide additional staff coverage sufficient and capable to compete and fulfill daily cleaning responsibilities within the scheduled and designated areas.

2.9 Miscellaneous

1. A Non-Exclusive list of issues and/or actions that shall not be allowed are noted but not limited to the following:
 - a. Failure to replace defective dispensers, toilet accessories, consumables tools, equipment.
 - b. Excessive absenteeism.
 - c. Failure to schedule and provide properly employee coverage for each cleaning shift.
 - d. Failure of employees to arrive on time and accurately and consistently sign in and sign out on a daily basis.
 - e. Excessive use of cell phone during cleaning activities.
 - f. Failure of adhering to the work schedule, carrying out/perform the required daily duties as

established and/or stated.

- g. Failure to provide, maintain and proper communicate with WRA representatives on-site and/or via telephone, email and/or text with WPD and/or others as maybe necessary.
 - h. Failure to follow operational and communication protocols established by the WRA representative which may be adopted or amended from time-to-time by the WRA.
 - i. Failure to adhere to the cleaning schedule, INSTRUCTIONS, DIRECTIONS and/or STANDARD OPERATING PROCEDURES (SOP) for Restrooms respective to the WRA facilities Operations, MBTA Commuter rail, Amtrak, Greyhound/PeterPan, Grand Hall, and Tenant schedules and activities.
 - j. The successful proposer's assigned (dedicated) Union Station personnel shall be required to coordinate schedules and SOP respective to employee assignments with the WRA/Union Station facilities representative on an active and on-going basis as all schedules are subject to change.
 - k. Failure to consistently perform established scope of work and/or adhere to Standard Operating Procedures (SOP).
2. The performance of the awarded proposer 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 of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
3. The procurement officer shall award the contract to the lowest responsible and responsive proposer. The term "responsible proposer" 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 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 proposer 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 proposer'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 proposer 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.
4. 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 City of Worcester. In making such determination, the City 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.

2.10 QUALIFICATIONS AND RELATED EXPERIENCE

The proposer shall provide insurance throughout the term of this contract period.

All background information must be maintained on file and shall be available for review only by the appropriate and authorized personnel and/or entity in full compliance with all applicable laws and regulations upon request of the WRA. It is the responsibility of the proposer to conduct a complete reference, employment, and background check of each onsite employee to determine qualifications, reputation, and references. The selected proposer must be able to prove that all employees are legally documented workers upon the request of the WRA. Failure to provide such proof may allow the WRA to cancel the contract upon 30 days written notice.

The selected proposer's main office shall have a full-service computer, scanning capabilities, software, data line -internet access, fax, landline, and dedicated mobile "smart" telephone with email, texting, camera capability feature or as determined to be satisfactory by the WRA representative. Mobile Smart telephone is intended to provide real time onsite contact and communications with staff used by cleaning management, supervisors and WRA representatives for real time communications with onsite and off-site personnel and provide real time management support during respective cleaning shifts. In addition, the successful proposer shall require and provide each employee with smart telephones for use during each shift

2.11 UNION STATION FACILITY (The Premises)

Proposers are required to be fully informed and familiarize themselves of existing conditions at the job site (areas of the premises) where work and services may be performed over the term of the contract. Lack of knowledge or unfamiliarity with the following, but not limited to:

the job site areas (interior and exterior), operations, schedules, tenancy, scope of services, or job site conditions, exterior grounds, general sense of the commuting public at large, etc. after the RFP has been awarded, shall not be an excuse for non-compliance with the requirements of any of the specifications contained in this RFP document.

The WRA observes recycling practices and utilizes and will continue to manage a compactor and recycling bins at the loading dock.

SEE ATTACHED FLOOR PLANS as a GENERAL "gross area" referencing guide only and as a convenience only.*

* (Not for scaling purposes as areas may not depict actual limits as space configurations that have changed)

2.12 WAGE RATES

This RFP is a (Non-Construction) Service Contract.

Massachusetts Department of Labor Standards Minimum Wage Program rates as most recently published and as amended shall be paid throughout the term of the contract..

Any minimum wage rates and increases shall apply from the signing of the contract throughout the term of the contract and shall be subject to and include scheduled periodic increases to the published Minimum Wage Rates, such that any minimum wage rate increases of a higher rate (throughout the term of the contract including 2nd and 3rd year options) shall be adjusted and paid to employees accordingly

NOTE: The Davis Bacon Act Wage Rates and the Massachusetts Department of Labor Standards Prevailing Wages both for which are only associated with Construction Projects and therefore are not applicable under this RFP.

2.13 MONTHLY INVOICING

The selected proposer 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 (requires pre-approval by WRA in writing) as well as a separate invoice for approved “consumable supplies” used for the period. Consumables Supplies shall be invoiced at a rate of ten percent (10%) over proposer’s net verified wholesale cost. Invoices shall reflect and/or include information that allows WRA to determine the wholesale/bulk cost of each supply consumable item. Invoicing will also include weekly sign-in sheets in the located area (Public vs. Private/Tenant) and maintained by WRA representative. 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.

If prompt pay discount terms are available, they must be indicated on the invoice.

Submit both electronically (email to be provided) and via USPS hard copies, in a format acceptable and approved by the WRA. Submit initial Invoice as a draft for formatting review/edit and approval. See Contact and address below:

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.

NOTE: WRA is Tax exempt from Federal and Massachusetts state taxes

At all levels of procurement, all purchases, no Federal and Massachusetts state taxes be paid. It shall be the Proposer’s responsibility PRIOR to submitting INVOICES to the WRA proposer to verify all receipts and invoices are void of tax charges accordingly.

WRA Tax exemption certificate will be furnished upon request.

Submit to:

City of Worcester/WRA

Budget Department

Alexis Delgado

City Hall, Room 201

455 Main Street

Worcester, MA 01608

or email

Email - delgadoa@worcesterma.gov

2.14 EMPLOYEES

The successful Proposer shall be responsible for establishing, developing, managing, and training a **selective “delegated, trained core”** of Professional Maintenance and Cleaning operations personnel assigned “exclusively and on a regular basis” to Union Station Professional Maintenance and Cleaning Services 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.

1. All assigned proposer’s 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. Must be able to communicate in English effectively and timely/quickly with WRA representatives, Worcester Police (WPD), tenants, etc. directly or via an appropriate and alternative method acceptable and conditioned upon WRA approval.
4. All employees/personnel shall be required to be in uniform at all times while on-site. Uniforms/Identification shall include clearly visible identification of company name, identifiable company attire and/or employee identification (uniform, company attire with logo’s, etc. The manner of complying with this requirement shall be approved by the WRA representative.
5. All employees onsite shall be required to be in uniform and have a visible identification name tag or clearly visible company name (both as approved by the WRA) and shall be worn at all times while onsite.
6. Each employee shall be equipped with a dedicated smart mobile telephone with full service in working order at all times and locations for use in communications with appropriate WRA and/or City personnel at Union Station. Mobile telephone is intended to provide real-time onsite contact and communications and camera features with cleaning/custodian personnel assigned for each shift used by Contractor supervisor and WRA representative for communications with onsite personnel.
7. No smoking allowed on the premises.

2.14.1 EMPLOYEE /PERSONNEL ASSIGNMENTS

1. Cleaner (A) – assigned to perform General Cleaning throughout facility per specifications and schedule (Unless otherwise assigned by WRA facilities representative).
2. Cleaner (B) – assigned to perform a Roving Routine and Focus on Cleaning and Condition Assessment with a focus on Restrooms per specifications and schedule.

Request for Proposals – Union Station Cleaning Services

RFP Requirements & Evaluation Criteria

I. SCOPE OF SERVICES

- 1) See SECTION 3. REQUIREMENTS AND SPECIFICATIONS for scope and requirements of Cleaning Services at Union Station.

II. PRICE PROPOSAL REQUIREMENTS

- 1) The lowest priced proposal shall be the lowest total cost of all services.
- 2) Price Proposal page is located at end of these specifications. Price proposal must be submitted in a separate sealed envelope as per proposal submission requirements.

III. TECHNICAL PROPOSAL REQUIREMENTS

A complete technical proposal shall consist of the following:

M-1

- 1) A completed and signed Proposal Signature Form.
- 2) The identity of the individual, partnership or corporation applying for contract award and credentials/experience of the staff who would actually perform the work, as well as their managers and the nature of the supervision.
- 3) A Plan of Services detailing how the proposer will accomplish the items listed under Section III, Scope of Services. The Plan must include a breakdown of the number of cleaning and management staff assigned to this contract, per location.
- 4) Any other information deemed relevant to the work.
- 5) A client reference list (minimum of 3 from within the last 5 years), with names, addresses, and telephone numbers, especially for clients for whom the vendor has performed similar services in the past.

In addition to including all of the above, Proposers must meet the following minimum criteria by demonstrating in proposal submission: (please provide evidence, identifying and addressing, each requirement with proposal submission).

M-2

1. Demonstrated capacity and a minimum of three (3) years of experience or equivalent experience in providing expert cleaning services for large municipal or commercial facilities
2. Experienced working supervisor with a minimum of 3 years' experience as a cleaning services supervisor.

IV. EVALUATION OF PROPOSALS

A. Minimum Evaluation Criteria

Any Proposer submitting a proposal must satisfy all of the minimum criteria as noted. Proposals shall include information demonstrating compliance with each of these criteria.

M-1 The technical proposal includes all of the items for a complete proposal.

M-2 The proposer meets the minimum qualifications as laid out above.

- *Proposals that do not meet the minimum criteria will not be considered for further evaluation.*

B. Comparative Evaluation Criteria

Proposals meeting the minimum criteria will be further evaluated based on the comparative criteria noted below. Proposals shall include a narrative and other information demonstrating the proposer's experience and knowledge with respect to these criteria.

B-1 Qualifications of the Vendor

The City is seeking a vendor that has extensive and significant qualifications as well as resources for the work described in the scope of services. Proposals shall include any and all information about the vendor's qualifications including employee information that demonstrates a high level of service experience working for similar entities.

Highly Advantageous - The vendor's field staff has superior training, experience & qualifications and staffing appropriate to the work and their supervisory staff has more than 7 years of experience.

Advantageous - The vendor's field staff has adequate training, experience & qualifications and staffing appropriate to the work and their supervisory staff has 4 – 7 years of experience.

Not Advantageous – The proposer meets the minimum of 3 years of experience appropriate to the work described herein. The proposer's qualifications are limited.

B-2 Relevant Experience

The City is seeking a vendor with significant experience working for organizations similar in size and scope to the City's.

Highly Advantageous - The vendor demonstrates more than 10 years of experience in providing services related to the City's requirements.

Advantageous - The vendor demonstrates between 5 and 10 years of experience in providing services related to the City's requirements.

Not Advantageous - The proposer has less than 5 years of experience in providing services related to the City's requirements.

B-3 Quantity & Quality of Field and Supervisory Staffing

The staff assigned to this work shall be competent for all tasks needed. Staffing this contract with high quality employees and a sufficient number of employees is most important to a successful program.

Highly Advantageous – The proposed staffing levels exceed the recommended requirements of the scope of work. The employees identified have more than 5 years of successful experience with the vendor.

Advantageous – The proposed staffing levels meet the requirements of the scope of work. The employees identified have 1 – 5 years' experience working with the vendor.

Not Advantageous – The proposed staffing levels do not meet the requirements of the scope of work. The employees identified have 0 -1 years' experience working with the vendor.

B-4 Plan of Services

The Plan of Services is expected to provide a high level of cleaning at each facility.

Highly Advantageous – The plan of services provides a detailed and comprehensive program to significantly enhance the cleanliness of existing buildings. The vendor has provided a plan that is expected to improve the status quo.

Advantageous – The plan of services provides an adequate program to maintain the cleanliness of existing buildings. The vendor has provided a plan that is expected to maintain the status quo.

Not Advantageous – The plan of services is not clear and does not provide an adequate level of service

B-5 References

All proposers must submit a list of references (a minimum of three) of clients with (verifiable) contracts of similar size, scope and duration who they have performed work for over the past three (5) years. The list must include company name, contact names, email addresses, and office telephone numbers (mobile numbers if available). The WRA is to have express permission to contact these people, either by phone, written correspondence (including email) or in person, as to past performance. The WRA reserves the right to contact any entity that the firm (proposer) has conducted business with or for, past and present, for the purpose of reviewing work history.

Experience with other organizations similar to the City will be considered. References should be from similar customers to the City.

Highly Advantageous – Vendor provides more than 10 references from similar accounts from within the last 5 years. All references are highly favorable and each client would hire the vendor again.

Advantageous – Vendor provides 6 – 10 references from similar accounts within the last 5 years. References are favorable and most clients would hire the vendor again.

Not Advantageous – Vendor provides 5 references from similar accounts within the last 5 years. References are mostly favorable and it is not certain if clients would hire the vendor again.

The City reserves the right to request clarification and amplification of submissions and reserves the right to meet to discuss the submission at a mutually agreed upon location. Vendor shall comply with requests for further information from the City.

**PRICE PROPOSAL PAGES – TO BE SUBMITTED UNDER
SEPARATE COVER AS PER PROPOSAL SUBMISSION
REQUIREMENTS**

Cleaning Services – Union Station Public and non-Public Areas

RFP #: CR-7843-W3

Award to be based on total price.

All price quotes must include all charges, fees, expenses, etc., related to the required services, including all labor, materials and equipment and supplies. No separate or additional costs will be paid by the City

<u>Cleaning Location</u>	<u>Monthly Bid Price</u>	<u>Total Yearly Bid Price</u>
---------------------------------	---------------------------------	--------------------------------------

1. TOTAL PUBLIC AREAS

Public Cleaning (Interior and Exterior Facility)

Hourly labor rate per hour x Hours per month

(Operational Supplies and Operational

Equipment to be included) =

\$ _____ x 12 = \$ _____

2. TOTAL NON-PUBLIC

Non-Public Cleaning (Interior Facility, as noted)

Hourly labor rate per hour x Hours per month

(Operational Supplies and Operational

Equipment to be included) =

\$ _____ x 12 = \$ _____

3. Monthly Reimbursable Consumables Supplies *

Per week X 4 = \$ _____

(* Reimbursement per specification)

\$ _____ x 12 = \$ _____

TOTAL PUBLIC (#1) = \$ _____

TOTAL NON-PUBLIC (#2) = \$ _____

GRAND TOTAL (#1+#2) = \$ _____ **, ***

**Award to be based on total price Public plus Non-Public

***All price quotes must include all charges, fees, expenses, etc., related to the required services, including all labor, materials and equipment and supplies. No separate or additional costs will be paid by the WRA.

PRICE PROPOSAL continued

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second year and third year at the sole discretion of the City of Worcester, the option of which will be determined approximately three - four months prior to end of first contract year.

In no event will increase exceed _____ % for the second contract year (TO BE COMPLETED BY PROPOSER)

In no event will increase exceed _____ % for the third contract year (TO BE COMPLETED BY PROPOSER)

Name Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND YEAR OPTION,
PLEASE INDICATE BY CHECKING THIS BOX. [☐]

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 a failure by the bidder to complete the above increase statement indicated the bidders intent to accept a **second and third year option at zero (0) percent increase.**

All other terms and conditions to remain the same.

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 -

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 -

SECTION 3. REQUIREMENTS & SPECIFICATIONS

3.1 SCOPE OF SERVICES

The successful proposer shall have authority over the day-to-day cleaning of the Property, but shall be subject to the policies, protocols, standard operating procedures and guidelines, which may be adopted or amended from time to time by the WRA. In addition, the selected proposer shall furnish all labor, materials, equipment, consumables and supervision, training and management necessary, ongoing and proper for the provision of cleaning services and performing the duties as described in this RFP.

The selected proposer shall provide the WRA full cleaning services for the Property. The successful proposer will be responsible for supplying their own equipment and cleaning supplies necessary to perform all of the required cleaning services in this RFP. The successful proposer will also be responsible for supplying and replenishing all consumables but not limited to: paper goods, soap products, trash receptacle liners, etc., at all locations on a daily basis, as needed. Restrooms must never be without an adequate supply of sanitary products for one (1) month. A written inventory (log) with specification description, quantity, etc. shall be maintained onsite over the term of this contract and may be subject to review at the discretion of the WRA.

All equipment and cleaning supplies to be used in the daily and other cleaning routines are subject to prior approval by the WRA. Upon request, the successful proposer will supply samples of all cleaning equipment, supplies, and replaceable sanitary products to be used under this contract. The proposer's equipment and products must meet industry standards. In the opinion of the WRA, should any items used in the performance of this contract fail to perform adequately and/or efficiently, whether cleaning supplies or replacement products, the successful proposer will be required to use/supply a better/higher quality item in order to perform the work in a proper manner in a prompt and reasonable time. The successful proposer will not be allowed to increase pricing due to any upgrades that the WRA may require the successful proposer to make in this situation.

The successful proposer will be responsible for providing all items necessary to comply with all the cleaning, cleaning equipment and supplies, and sanitary and (including anti-bacterial) product requirements in this scope including but not limited to: toilet dispensing accessories and consumables. The WRA will not supply or replenish any items, equipment, or supplies. The WRA will provide a secure area for storage for supplies and equipment. It shall be the responsibility of the successful proposer to ensure that the room is always secured and that stock, consumables and materials are inventoried and stored per labeled instructions to ensure proper use and management. The WRA will not be responsible for personnel property, stock, supplies, consumables, or equipment that is stored on WRA premises/property.

The Scope of work excludes the exterior - outdoor Private -café areas (with the exception of debris and litter pick up) and Private Tenant leased areas unless otherwise noted. The Cannabis Commission Leased space shall be included in this RFP Cleaning Services scope of work.

The successful proposer guarantees full and satisfactory cleaning services daily (365 days a year).

The same cleaning/custodial staff shall be assigned each day. When a regularly assigned cleaner is absent, the successful proposer shall provide a substitute cleaner that has been fully trained and shall meet and be familiar (via cross training) all the requirements herein.

3.2 CLEANING AND MAINTENANCE REQUIREMENTS and SPECIFICATIONS

All services must be performed fully and satisfactorily on a daily basis pursuant to the established cleaning schedule developed and coordinated by the proposer with the approval of the WRA Representative for the areas * generally described hereinbefore and as follows but not limited to:

- A. **Public** - Union Station's public areas (all levels): Front Lobby and stairs, Grand Hall **, 7-public restrooms, Rotunda, East vestibule, lobbies and corridors, fire alarm office, Harding St. Corridor, Parking Garage tunnel and vestibule, mezzanine seating/waiting area, first and second floor open (public) spaces, stairs, ramps and 3 elevators.
- B. **Public** - Upper Level Train exterior Platform and building's perimeter plazas.
- C. **Public** - Lower level Bus Port - public areas: interior and exterior waiting areas, sidewalks, driveway/bus slip areas.
- D. **Public** - Front exterior driveway and sidewalks, waiting areas and plaza
- E. **Public** - Future Bike Parking area at Harding Street
- F. **Public** - Harding St. Taxi lane roadway and sidewalks and ramp.
- G. **Public** - Custodian spaces/storage areas (including WRA storage areas as directed), and access stairwells.
- H. **Public** - Loading dock and compactor and lower paved (private) parking area.
- I. **Public** - Harding St. fenced parking area.
- J. **Public** - fenced paved areas under the train trestle and parallel with the exterior bus sidewalk.
- K. **Public** - First Floor WPD Sub Station (Office Space/locker/restroom).
- L. **Non - Public** - Second Floor Tenant (Private - Cannabis Commission Leased Space) (Office Space/meeting rooms, restrooms, storage rooms, etc.). **TO BE INVOICED AS A SEPARATE LINE ITEM.**

* SEE PLAN EXHIBITS attached and at the end of this RFP as a GENERAL "gross area" reference guide and are intended to be reasonable representation of general locations, conditions and limits. (These Exhibits are offered for convenience only and are Not for Scaling purposes as areas may not depict actual limits as space configurations may have changed).

**GRAND HALL: When the Grand Hall is occupied and/or not accessible for cleaning and maintenance tasks, equivalent cleaning efforts will be redirected to other non-public areas or specialty cleaning tasks by the WRA representative.

- 1) Daily shift supervision of successful proposer's assigned onsite personnel is to be provided by Shift Supervisor with the objective of maintaining quality control, and schedule.
- 2) Cleaning staff are required to maintain personal hygiene; to include but not be limited to; hair,

beard and mustache, which must be neatly trimmed.

- 3) Prior to conducting any cleaning activity – post necessary cautionary floor (wash-board-type or equal before starting activity.
- 4) Monitor all caution signs to allow removal at the earliest when safe.
- 5) Submit samples of standard and specific Informative messaging signs for approval of style formatting by WRA representatives
- 6) Daily debris/litter removal and picking up in all common areas, both inside and outside the building, including that debris/litter in the landscaped areas to achieve and maintain a visually liter and debris free building and grounds
- 7) Empty all trash receptacles daily both inside and outside of Union Station. Replace trash liners as necessary.
- 8) Daily sweeping of sidewalks, stairs, platforms, ramps, dock area.
- 9) Daily dusting of all common areas (including light fixtures and lens), up to 9 feet.
- 10) Delegate Union Station -detailed cleaning
- 11) Daily cleaning of common area bathrooms, including rubbish removal, wet/dry mopping of floors, cleaning of fixtures and free of stains, cleaning mirrors, and spot cleaning of doors and walls.
- 12) Detail cleaning to include sanitizing and deodorizing all restrooms in public areas and ensure adequate consumable toiletry supplies. This includes cleaning of urinals, toilets, stalls, and mirrors and the washing of the floors and walls.
- 13) Institute a CLEANER'S TASK SCHEDULE to be used to log when restrooms are cleaned.
- 14) ALL (7) Restrooms public shall be required to be CLEANED AND EVALUATED ON 1 HOUR ROTATION and verified to be presentable and fully operational to include but not be limited to:
 - a. Stalls, fixtures, accessories and consumables-free from any trash, discarded personal property, vandalism, damage, leaks, odors, etc.
 - b. Upon observing any conditions requiring address and/or attention due to damage or disorder, immediately follow standard operating procedures and protocol and report observed condition via direct communication with WRA representative and/or as per instructed .
- 15) Daily mopping of floor areas including corners and edges in main entrance, grand hall, and rotunda (including stairwells, stairways from rotunda, and bus station). Floors must be dry mopped first and then wet mopped. Frequent changes in mopping water to ensure non-streaking mopping and rinsing effort is performed is required
- 16) Daily vacuum all walk-off mats and carpeted areas including corners and edges.
- 17) Elevator floors to be vacuumed and wet mopped daily, including cleaning of elevator door tracks
- 18) Elevator doors and walls cleaned twice a week.
- 19) Regularly, spot clean all inside glass, including entrance doors daily and as needed.
- 20) Regularly, spot clean all marks on walls, light switches and push and kick plates and doors.
- 21) Regularly, spot polish wood as needed.
- 22) Regularly, spot clean marks or stains on carpet as necessary.
- 23) Remove graffiti, gum and adhesive/tape-like residue as necessary on a regular basis from all surfaces.
- 24) Polish all metal surfaces on a weekly basis, including but not limited to, door hardware, railings,

and kickplates.

- 25) Promptly attend to floor spills and accidents.
- 26) On a daily/shift basis, during cleaning activities, note any visual observations of changed conditions, such as leaks, missing or damaged finished or property, graffiti, unkempt and soiled areas, lights/lamps, faulty operation of equipment, etc. and report to WRA representative.
- 27) Power washing of the exterior pavers on an as needed basis at the main entrance of Union Station driveway and at the exterior waiting area fronting the bus port slips and bays (coordinating scheduling of activity with WRA).
- 28) Pre-event cleaning to include the stocking and cleaning of the bathrooms in the Grand Hall, spot cleaning the door glass, and wet/dry mopping the floor as necessary (coordinating scheduling of activity with WRA) and verifying all restroom fixtures are operating properly.
- 29) Coordinating sequence of cleaning activity of designated areas to accommodate Grand Hall events with WRA representatives.
- 30) All onsite cleaning/custodial personnel for each shift shall be required to sign in and out with an approved time log sheet at the beginning and end of each shift.
- 31) Posting of and removal of "out of service" signage upon observing any defective building conditions or fixtures, etc.
- 32) Posting and placing BEFORE any damp or wet floor cleaning commences adequate quantity of "Caution" floor signs and removing only when fully dry.
- 33) Floor drains primed and no gray water introduced without properly filtering.
- 34) Clearing via plunger and/or commercial handheld 6-foot snake of all "slow draining" drains and plumbing fixtures.
- 35) Removing all trash bags accumulated during the given shift and disposing of in the compactor and fully compacting all trash bags per shift.
- 36) Keep loading dock and compactor presentable and broom clean daily.
- 37) Activate compacting cycle when hopper is filled and close hopper doors when compactor is unattended.
- 38) Report to WRA representative (electronically) when compactor has reached 90% of capacity.
- 39) Mops heads dedicated for restrooms and bodily fluid
- 40) Leaks clean up
- 41) Rubbish trash barrel maintenance management and cleaning of the barrel interior and exterior
- 42) Cleanup of accidents and interior exterior vacuuming of walk off mats
- 43) HVAC vents and screens hardware glass
- 44) Caution signs safety training on a regular as needed basis
- 45) Be capable of providing special equipment used for special cleaning tasks
- 46) Cleaning management and/or site cleaning supervisor quality control; is responsible for daily inspections/correction of deficiencies and must report to any WRA Representative's concerns that day.
- 47) A thorough cleaning inspection by the cleaning management and/or site supervisor shall perform a quality control site review be completed upon request by the WRA representative and the results forwarded to the WRA Representative. This should include a brief detailing corrective action taken or planned.
- 48) Major issues must be reported to WRA representative daily
- 49) Vacuum cleaners must meet HEPA EPA standards and shall have filters on their exhaust and

99.99% efficiency in removing dust from the environment. Bags should be double walled and must be changed as required to maintain EPA standards.

- 50) Proposer must be available for on-call emergency service at Union Station, if needed. Response time must be less than one hour.
- 51) Keys and card access shall be provided by the WRA. It shall be the responsibility of the proposer to establish protocol to keep the keys in a secure manner during cleaning operations. Replacement keys shall require a written request and be a proposer expense.

TENANT SPACE - FIRST FLOOR - 930 SF NET (SUB STATION)

PUBLIC Police Sub Station

Cleaning of the Police substation will be completed between 7:00 AM -8:30 AM and 4:30 PM – 6:00 PM once per shift twice a day seven days a week. Daily cleaning will consist of:

- 1) Cleaning & disinfecting all touchable surfaces points.
- 2) Wipe down and disinfect all chairs
- 3) Wipe down and disinfect countertops.
- 4) Clean all glass doors and service window* (see Note below).
- 5) Sweep all office area floors including back hallway (locker area).
- 6) Wet mop all office floors including back hallway (locker area).
- 7) Empty all waste bins trash & replace liners.

*NOTE: ONLY USE SPECIAL GLASS CLEANER @ SERVICE WINDOW

SECOND FLOOR TENANT SPACE (14,000 SF NET)

NON-PUBLIC -Business Office Space (Cannabis Commission Leased Space)

Together with the all the provisions listed hereinabove and in addition to the following cleaning services as described below, shall be performed within the area designated as the “Tenant Space”. Such cleaning services shall include, but are not limited to the following:

1. Daily Services; but not limited to:
 - a. Empty waste baskets; remove trash; wash and clean all fixtures, counters, and floors in restrooms and Staff Support Rooms; replenish paper and soap products in all restrooms, and supply and replace all liners for all waste and sanitary napkin receptacles; replenish paper products in all Staff Support Rooms; sweep or dry-mop uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting with HEPA-filter vacuum; clean drinking fountains and H2O points of use.
2. Weekly Services; but not limited to:
 - a. Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way

of example and not limitation, fixtures, blinds, windowsills, and convection units; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture Plexiglas panels. NOTE: SPECIAL GLASS CLEANER ONLY @ RECEPTION SERVICE WINDOW

3. Quarterly Services; but not limited to:
 - a. Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.
4. Semi-Annually Services; but not limited to:
 - a. Clean carpet, in areas that do not require moving furniture or equipment, using a cleaning method consistent with carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.
5. Annually Services; but not limited to:
 - a. Wash blinds; dust all high surfaces
6. As Needed:
 - a. Supply and replenish all paper and soap products in restrooms; spot-clean carpets.
7. Recyclables Collection Services; but not limited to:

As needed but not less than once per week, empty single-stream recycling receptacles located in each office and at each workstation into Landlord-provided recycling bins.
8. Cleaning Products and Methods, Hand Soap and Paper Supplies:
 - a. Use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

SPECIAL EVENTS

Special Events may consist of the following but not limited to:

- 1) Weddings
- 2) Political Events
- 3) Funerals
- 4) Movie Shoots
- 5) Other private or official /public events, as may be booked

In the instance when there is a special event scheduled in the Grand Hall, prior to the event, the custodial staff, shall ensure that:

1. All restrooms are adequately stocked and are thoroughly cleaned as per this specification and,
2. Coordinate the scheduled cleaning of first, second floor and ground floor public restrooms to accommodate (first floor) private events start schedules and,
3. Coordinate as may be necessary, the closure of the first floor restrooms in anticipation of the private first floor event only after and following the cleaning of the second floor public restrooms.
4. Adjust cleaning designated areas and schedule to accommodate Grand Hall events.

UNION STATION EQUIPMENT

(Equipment Demonstration & Requirements)

The successful proposer may be required (at the sole discretion of the WRA representative) to conduct an on-site demonstration of the actual equipment proposed for consideration to be used in performing the cleaning services before any award is made. The purpose of any such demonstration is to present for a determination if the Proposer's equipment is adequate for properly performing/carrying out the required services. All equipment and cleaning supplies to be used to fulfill the specifications of this contract are subject to approval by the City.

During the term of this contract, the proposer shall be required to maintain and use such approved equipment in performing all cleaning duties. If at any time in the WRA's opinion, the proposer's equipment fails to employ said proper caliber of equipment in performing duties, the WRA will give the proposer written notice that said equipment will be required to be replaced with more suitable equipment capable of performing required tasks properly.

In the event of such a situation, the proposer will be given 30 days written notice to fully comply. Failure to comply will result in the cancellation of the contract upon thirty (30) days written notice to the Proposer. Cleaning services that subsequently may be affected by equipment determined to be inadequate shall be promptly replaced with a n appropriate temporary piece of equipment during which time cleaning shall be required to maintain the minimum level of cleaning.

Upon request, the Proposer will be required to supply samples of all cleaning equipment and supplies to be used under this contract. All cleaning solutions must be low or no VOC. If, in the opinion of the WRA, any items used in the performance of this contract fail to perform adequately, whether cleaning supplies or replacement products, the Proposer will be required to use/supply a better/higher quality item in order to perform the work in a proper manner. The Proposer will not be allowed to increase pricing due to any upgrades that the WRA may require the Proposer to make.

UNION STATION SUPPLIES

1. Cleaning proposer is responsible for providing **Operational Supplies** under the base **Scope of Services**.
2. Cleaning proposer is responsible for ordering and providing **Consumables Supplies** for reimbursement.
 - a. WRA and the Cleaning proposer shall work cooperatively and transparently to monitor inventory and use of consumables supplies.

OPERATIONAL SUPPLIES AND CONSUMABLE SUPPLIES

Under this contract, **OPERATIONAL SUPPLIES** are non-reimbursable expenses and are defined as:

All equipment, materials, tools, accessories, and supplies, etc. that are required and used to facilitate and to fully perform the Scope of Services identified herein.

Operational (work) Supplies are required and used to actually clean and fully perform the Scope of Services and include but are not limited to: Equipment, tools, accessories, mops, trash barrels, vacuum cleaners, floor scrubbers, cleaning supplies, towels, dusters and cleaning solutions and

chemicals, etc.

OPERATIONAL SUPPLIES to be used to fulfill the specifications of this contract are subject to approval by the WRA. Upon request, the proposer will be required to provide samples of Operational Supplies proposed to be used under this contract. All cleaning solutions must be low or no VOC. Green products are a requirement under this contract. If, in the opinion of the WRA, any items used in the performance of this contract fail to perform adequately, whether cleaning supplies or replacement products, the proposer will be required to use/supply a better/higher quality item in order to perform the work in a proper manner. The proposer will not be allowed to increase pricing due to any upgrades that the City may require the proposer to make.

Under this contract, **CONSUMABLE SUPPLIES** are reimbursable expenses and defined as: Consumable Supplies are supplies that are used and then usually discarded by the building occupants. These supplies cannot be reused, only used or consumed. These items include but are not limited to:

- Paper towels, tissue paper, hand soap, wax paper bags and trash can liners, etc.

UNION STATION CONSUMABLE SUPPLIES LISTING A listing of estimated annual amount of specific Consumable Supplies is listed below. All Consumable Supply cost shall be at competitively priced at wholesale/commercial/trade/bulk discounted levels; plus 10% including supplier's discount. Original invoice from the supplier as back up on consumable supplies submitted on separate invoices will be required. See "**MONTHLY INVOICING**".

ESTIMATED **CONSUMABLE SUPPLIES** usage for 1 year (not intended as a comprehensive listing)

PRODUCT	Count per	Estimated yearly qty
Liner 38x58 heavy Certo Black 3858150BRL	cs/ 100	150 cs p/ year
Liner 24x33 33 8mic Natural Certo 20 rolls of 50	pk/1000	250 cs p/ year
Toilet Tissue 2ply JRT Atlas Jumbo Jr. 800	Pk/ 12	600 cs/ year
Handwash Anti-bacterial 700 ml GoJo ADX-7 Plum Foam 871201	cs/ 4	300 cs p/ year
Paper Towel Roll Kraft 8" 350' RT350K Certo 2" Core	cs/ 12	100 cs p/ year
Screen Urinal Wave WDS10HM	cs/ 10	30 cs p/ year
Brown wax paper bags for feminine	cs/100	12 cs p/ year
Toilet paper - 15 cases with 80rolls per case - brand envision -	80 rolls/case	15
Multi folder paper towel - 25 cases with 4000sheets per case - brand envision	400 sheets/case	25
Jumbo toilet paper - 325 cases with 12 per case - brand millennium	12 rolls/ cs	600 cs
Medium trash liners - 25 cases with 250 per case - brand jaguar	20 unit/roll	250 cs
Large trash liners - 40 cases with 150 per case - Brand jaguar	10 unit/ roll	150

UNION STATION CONSUMABLE SUPPLIES LISTING

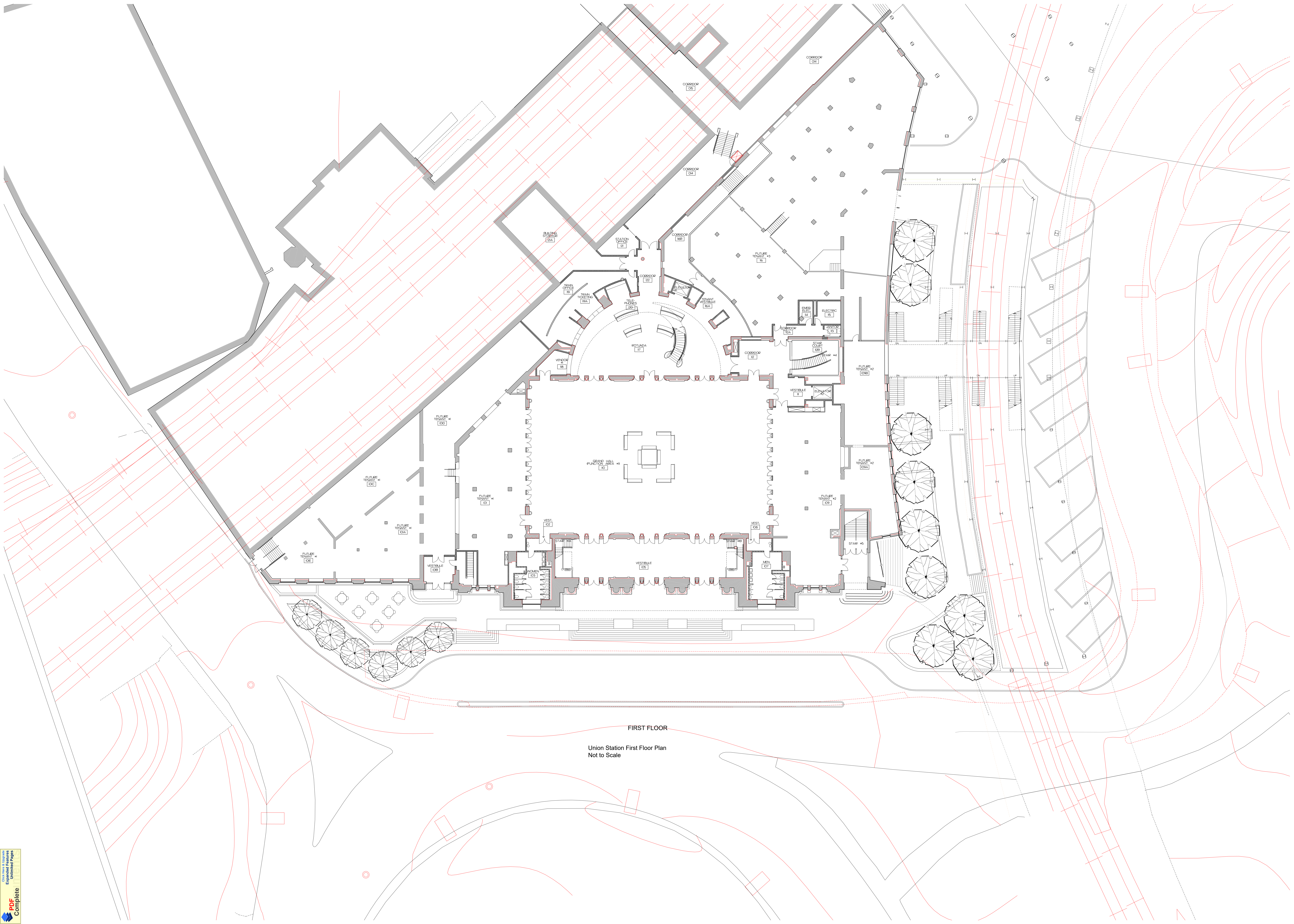
A listing of estimated annual amount of specific Consumable Supplies is listed above. All Consumable Supply cost shall be at competitively priced wholesale/commercial/trade/bulk discounted levels; plus 10% including supplier's discount. Original invoice from the supplier as back up on consumable supplies submitted on separate invoices will be required. See "MONTHLY INVOICING".

ESTIMATED CONSUMABLE SUPPLIES usage for 1 year (not intended as a comprehensive listing)

DESIGNATED SCHEDULE OF CLEANING SERVICES

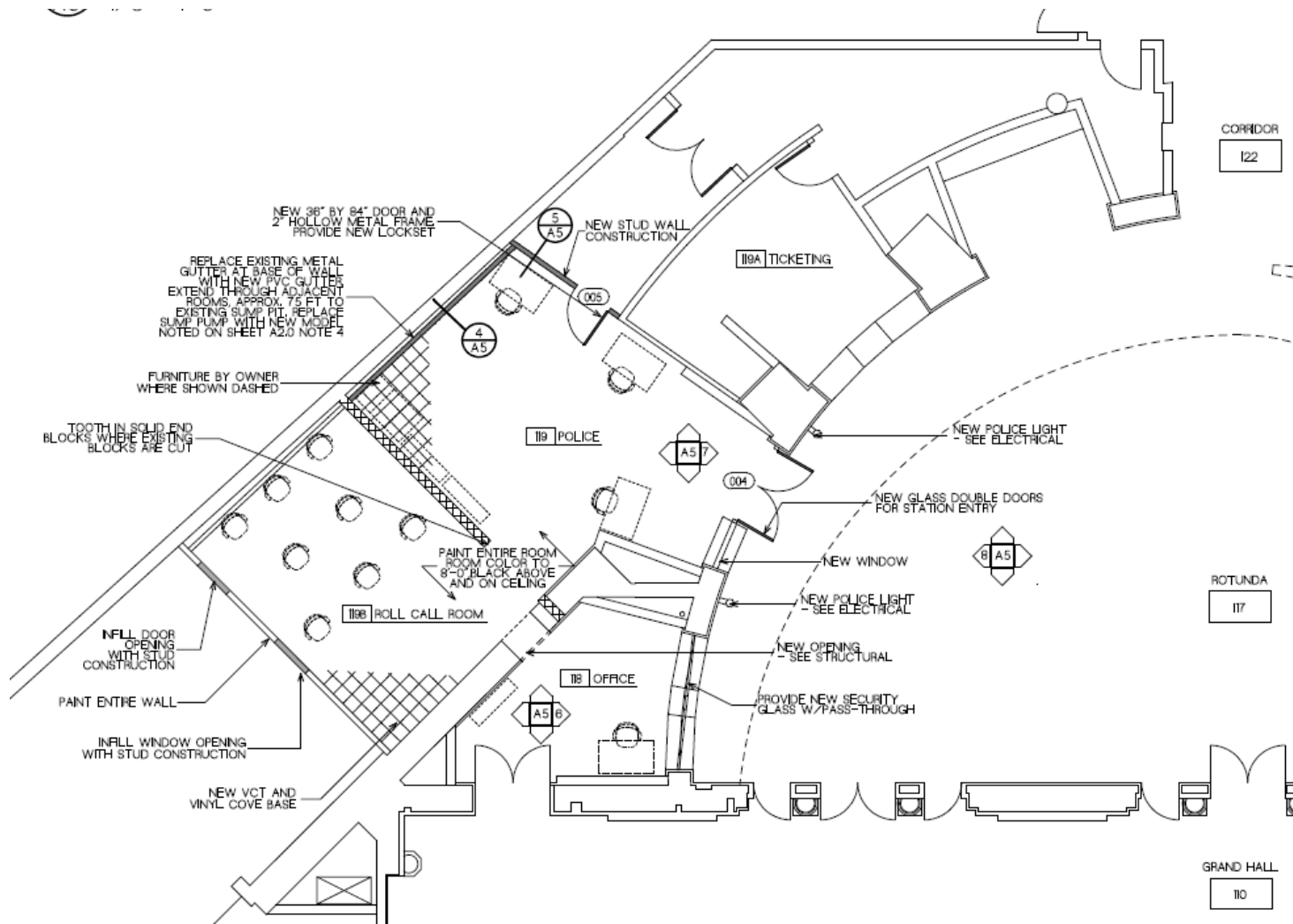
(includes all holidays)

- 1. See Attached Cleaning Schedules for required cleaning shifts over seven (7) days.**
- 2. Cleaning schedules cannot be changed without the written permission of the WRA.**
- 3. These services shall require ongoing-daily coordination with, but not limited to: the WRA facilities Operations, MBTA Commuter rail, Amtrak, Greyhound/PeterPan, Grand Hall, and Tenant schedules, and activities.**
- 4. The successful proposers' dedicated assigned personnel at Union Station shall be required to coordinate with the WRA/Union Station Facilities' representative on an active and on-going basis as to the respective schedules and employee assignments as all schedules are subject to change.**

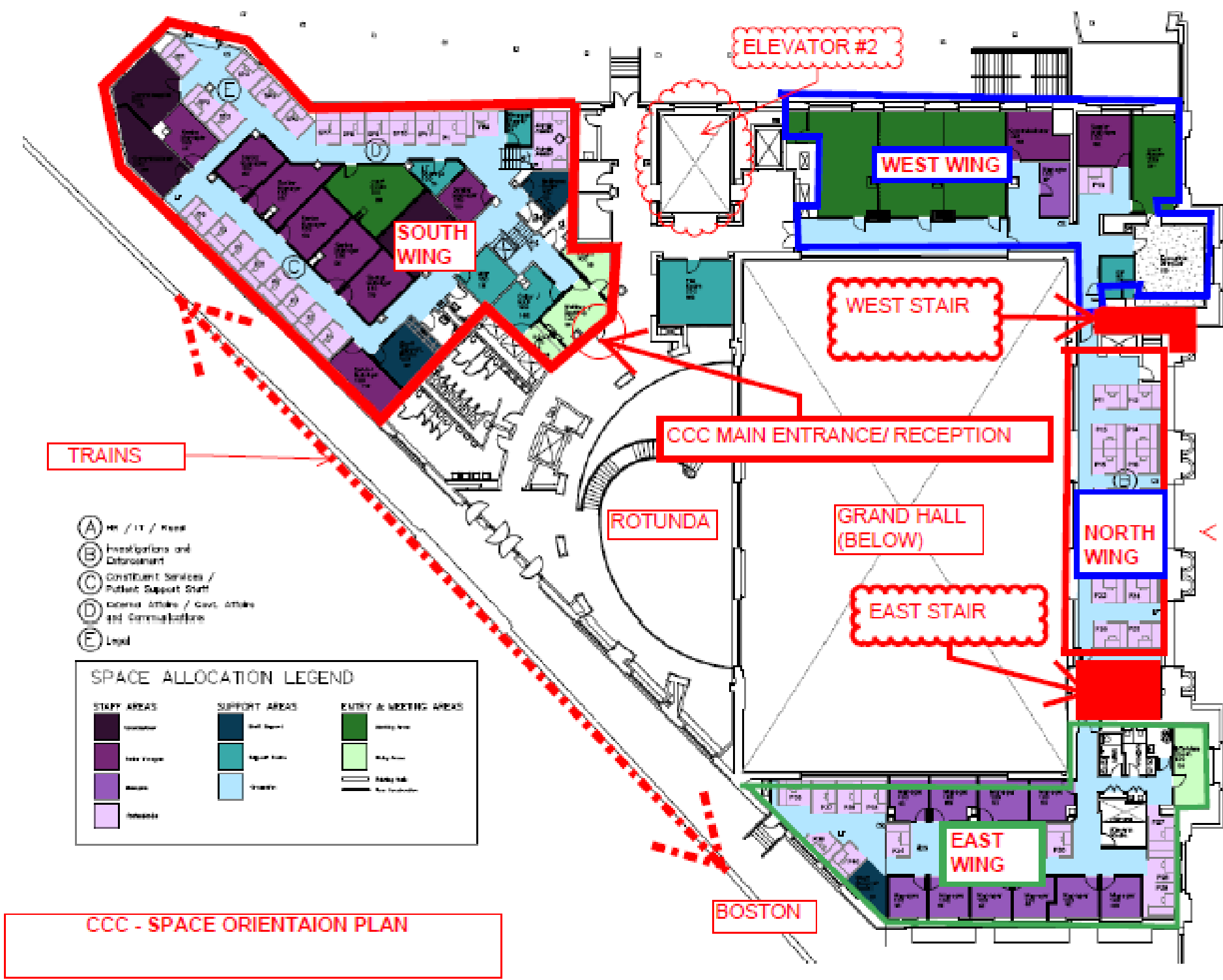


FIRST FLOOR

Union Station First Floor Plan
Not to Scale



FIRST FLOOR TENNANT



Cleaning Schedule

Monday, Tuesday & Wednesday																					
2 Cleaners/Shift	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am
	ALL PUBLIC AREAS (Interior & Exterior)								(8HRS/DAY-40HRS/WK)												
2 Cleaners/Shift	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am
	ALL PUBLIC AREAS (Interior & Exterior)				WPD		ALL PUBLIC AREAS (Int & Ext)		(8HRS/DAY-40HRS/WK)												

Monday, Tuesday & Wednesday																					
2 Cleaners/Shift	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am
									ALL PUBLIC AREAS (Interior & Exterior)								(8HRS/DAY-40HRS/WK)				
2 Cleaners/Shift	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am
									ALL PUBLIC AREAS (Interior & Exterior)				WPD		ALL PUBLIC AREAS		(8HRS/DAY-40HRS/WK)				

Monday, Tuesday & Wednesday																							
2 Cleaners/Shift	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am		
								(8HRS/DAY-40HRS/WK)							ALL PUBLIC AREAS (Interior & Exterior)								
	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am		
								4HRS/DAY-20HRS/WK @ WRA 4HRS/DAY-20HRS/WK @ CCC								2nd Floor Tenant Business Office (14,937 sq feet)				ALL PUBLIC AREAS (Interior & Exterior)			
	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am		
								4HRS/DAY-20HRS/WK @ CCC							2nd Floor Tenant Business Office (14,937 sq feet)								

		Thursday & Friday																					
2 Cleaners/Shift	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am		
	ALL PUBLIC AREAS (Interior & Exterior)								(8HRS/DAY-40HRS/WK)														
	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am		
	ALL PUBLIC AREAS (Interior & Exterior)				WPD		ALL PUBLIC AREAS (Int & Ext)		(8HRS/DAY-40HRS/WK)														

		Thursday & Friday																			
2 Cleaners/Shift	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am
								ALL PUBLIC AREAS (Interior & Exterior)								(8HRS/DAY-40HRS/WK)					
	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am
								ALL PUBLIC AREAS (Interior & Exterior)				WPD		ALL PUBLIC AREAS		(8HRS/DAY-40HRS/WK)					

		Thursday & Friday																							
2 Cleaners/Shift	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am	1am	2am		
										2 DAYS 8HRS/DAY-16HRS/WK						ALL PUBLIC AREAS (Interior & Exterior)									
	4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am	1am	2am		
										2 DAYS 4HRS/DAY-8HRS/WK @ WRA 4HRS/DAY-8HRS/WK @ CCC						2nd Floor Tenant Business Office (14,937 square feet)			ALL PUBLIC AREAS						
4am	5am	6am	7am	8am	9am	10am	11am	noon	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am	1am	2am			
									2 DAYS 4HRS/DAY-8HRS/WK @ CCC						2nd Floor Tenant Business Office (14,937 sq feet)										

EXHIBIT
FEDERAL CONTRACT CLAUSES

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
- ~~10. BUY AMERICA REQUIREMENTS~~
11. VIOLATION AND BREACH OF CONTRACT
12. LOBBYING RESTRICTIONS
13. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
- ~~14. CARGO PREFERENCE REQUIREMENTS~~
- ~~15. FLY AMERICA~~
16. ENERGY CONSERVATION
17. RECYCLED PRODUCTS
18. AMERICANS WITH DISABILITIES ACT (ADA)
19. CONTRACT WORK HOURS AND SAFETY
20. WRITTEN PROTEST AND PROCEDURES

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 Convenience (Professional or Transit Service Contracts)

The WRA, by written notice, may terminate this contract, in whole or in part, when it is in the WRA's interest. If this contract is terminated, the WRA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the 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.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the WRA may terminate this contract for default. The WRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of WRA goods, the Contractor shall, upon direction of the WRA, protect and preserve the goods until surrendered to the WRA or its agent. The Contractor and WRA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the WRA.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, 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. In this event, the WRA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the WRA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the WRA in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of WRA, acts of another contractor in the performance of a contract with WRA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies WRA in writing of the causes of delay. If, in the judgment of WRA, the delay is excusable, the time for completing the work shall be extended.

The judgment of WRA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of WRA.

Termination for Convenience or Default (Architect and Engineering)

The WRA may terminate this contract in whole or in part, for the WRA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The WRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the WRA's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. WRA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the WRA, the WRA's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the WRA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the WRA.

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 WRA.

Termination for Convenience or Default (Cost-Type Contracts)

The WRA may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of WRA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the WRA, or property supplied to the Contractor by the WRA. If the termination is for default, the WRA may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the WRA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of WRA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the WRA determines that the Contractor has an excusable reason for not performing, the WRA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

6. CIVIL RIGHTS LAWS AND REGULATIONS

Applies to All Procurement Types

Civil Rights and Equal Opportunity

The WRA is an Equal Opportunity Employer. As such, the WRA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the WRA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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*

*** SEE ATTACHED WRA RESPONSIBLE EMPLOYER & INCLUSIONARY PARTICIPATION POLICY.**

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 (proposing) 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 proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. **PROMPT PAYMENT** - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the 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.

8. 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 or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the WRA requests which would cause the WRA to be in violation of the FTA terms and conditions.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Applies to All Contracts >\$25,000

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

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

Executive Order 12549

Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or 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 proposal or proposal, the proposer or proposer 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 proposer or proposer 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 proposer or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SEE END PAGES OF EXHIBIT E FOR WORCESTER REDEVELOPMENT AUTHORITY DEBARMENT AND SUSPENSION CERTIFICATION

10. BUY AMERICA REQUIREMENTS

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

~~The goods and / or services covered by this RFP 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

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 subrecipients shall certify and disclose accordingly.

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

**SEE END PAGES OF EXHIBIT E FOR WORCESTER REDEVELOPMENT AUTHORITY LOBBYING RESTRICTIONS
CERTIFICATION**

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~~

~~The goods and / or services covered by this RFP are not subject to Cargo Preference Requirements.~~

15. FLY AMERICA

~~*Applies to All Procurements involving foreign transport or travel by air*~~

~~49 U.S.C. § 40118~~

~~41 C.F.R. part 301.10~~

~~48 C.F.R. part 47.4~~

~~The goods and / or services covered by this RFP are not subject to Fly America 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

19.

CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the WRA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

20.

WRITTEN PROTEST PROCEDURES

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

A. PRIOR TO OFFER OPENING

1. Protests concerning a procurement (by a prime contractor or an adversely affected subcontractor) must be

in writing and received by WRTA not less than five (5) working days before offer opening unless a different deadline is established in the procurement documents.

2. Upon receipt of that protest, the Administrator will determine if the offer opening should be postponed. If offer opening is postponed, WRTA will notify all prime contractors and subcontractors who have been furnished a copy of the specifications that a protest has been filed and that offer opening is postponed until WRTA has issued its decision. Appropriate addenda will be issued rescheduling offer opening.

3. Any protest to WRTA may be withdrawn at any time before WRTA has issued its decision.

4. WRTA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

B. AFTER OFFER OPENING

1. Protests received after an offer opening will be considered only if it concerns an issue, procedure, or other matter that could not have been protested by an offeror prior to the opening. The protest must be in writing and be received by WRTA at least three (3) working days before the conditional award of a contract by the WRTA.

2. Upon receipt of the protest, the Administrator will immediately determine if the award of the contract should be postponed. If it is postponed, WRTA will notify all offerors that a protest has been filed and that award of the contract is postponed until WRTA has issued its decision.

3. A protest to WRTA may be withdrawn at any time before WRTA has issued its decision.

4. WRTA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

C. AFTER AWARD

1. Protests received after an award has been made will be considered only if it concerns an issue, procedure or other matter that could not have been protested by an offeror after the opening. The protest must be in writing and received by the WRTA three (3) working days before the execution of the resulting contract.

2. Upon receipt of the protest, the Administrator will immediately determine if the execution of the contract should be postponed. If it is postponed, WRTA will notify all offerors that a protest has been filed and that execution of the contract is postponed until WRTA has issued its decision.

3. A protest to WRTA may be withdrawn at any time before WRTA has issued its decision.

4. WRTA will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the Administrator will notify the protesting party in writing (by facsimile and U.S. Mail) of the extended review period. The Administrator's decision on any protest will be in writing and is final.

D. APPEALS

1. Except as provided above, there are no further administrative appeals available. In certain circumstances judicial remedies may be available to aggrieved parties.

The WRTA will consider all written protests made within the timelines stated in this policy. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

- Name, address, and telephone number of protestor.
- Solicitation or contract name and/or number.
- A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
- A statement of relief requested.

Protests are to be filed by certified mail, return receipt requested or by personal deliver by 4:30 pm on or before the due date at:

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

If protests are filed by personal delivery, the protestor must obtain a time-stamped copy of the protest from the WRTA's Administration Office as proof of the date and time of the filing of the protest. It is the Protester's sole responsibility to provide said copy at the time of filing.

End Exhibit

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

FTA Master Agreement §39(b)
Applicable to: Contracts in excess of \$25,000.

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

- The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement between the FTA and the WRTA, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the WRTA, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the WRTA is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with the WRTA involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions

End Exhibit

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO
SURVEILLANCE SERVICES OR EQUIPMENT**

2 CFR 200.216

Applicable to: All contracts

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

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

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

End Exhibit



**WORCESTER REGIONAL TRANSIT AUTHORITY
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
In compliance with U.S. DOT 49 CFR § 26 FINAL RULE**

WRTA DBE Objective / Policy Statement - § 26.1, 26.23

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

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

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

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

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

Passed and adopted by the Worcester Regional Transit Authority this 18th day of January, 2022.



Dennis J. Lipka, Administrator, Worcester Regional Transit Authority

RESPONSIBLE EMPLOYER & INCLUSIONARY PARTICIPATION POLICY

WHEREAS, the Worcester Redevelopment Authority was established as a public agency under chapter one hundred and twenty-one B of the General Laws to undertake projects to eliminate blighted, decadent, deteriorating and substandard areas within the city of Worcester; and

WHEREAS, the Worcester Redevelopment Authority finds and determines that it may advance the public purposes for which it was established by including certain minimum standards in construction contracts it awards directly or are awarded by developers and other entities in relation to urban renewal projects initiated by the Worcester Redevelopment Authority; and

WHEREAS, the Worcester Redevelopment Authority finds and determines that those minimum standards must include compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as standards concerning health insurance coverage; and

WHEREAS, the Worcester Redevelopment Authority hereby further finds and determines that it may further advance the public purposes which it serves by establishing inclusionary participation requirements involving minorities and women and businesses owned by minorities and women to support educational pools, mentoring programs, joint ventures and the like during the planning, construction and operational phase of urban renewal projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that it shall be the policy of the Worcester Redevelopment Authority that the following provisions shall apply as specified herein to the various contracts and agreements to which the Worcester Redevelopment Authority is a party:

Article I – General Policy for All Contracts

Every contract governed by this policy, including every request for proposals, shall include the following requirements:

- (1) Every contractor, at every tier, shall commit to workforce diversity and shall use best efforts to utilize 25 percent Worcester resident work hours, 38 percent people of color and indigenous people work hours and 10 percent women work hours and shall further commit to a goal of utilizing bona-fide minority firms qualified by the State Office of Minority and Women Business Assistance (SOMWBA) or a local certifying agency for at least twenty percent of the total value of contracts and subcontracts made by the contractor on account of this contract.
- (2) All persons, contractors, and businesses supplying goods and/or services to the W.R.A. shall be required to comply with Chapter 2, Sections 37 (Fair CORI Practices), 38(Gender Identity and Expression Policy), 39(Wage Theft

Prevention) and 40(Human Trafficking Recognition & Elimination Policy) of the city of Worcester Revised Ordinances of 2008, as amended from time to time.

Article II - Construction Contracts

1. The W.R.A. hereby finds and determines that its funds are most efficiently and productively spent by awarding construction contracts to firms that include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as state law concerning health insurance coverage. The W.R.A. hereby further finds and determines that as a consumer of construction services it is appropriate for it to exercise entrepreneurial discretion by requiring firms that are awarded such contracts to comply with this policy because a failure to comply is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the City where most of such individuals reside.

2. As a condition to the award of a contract, whenever the W.R.A. is procuring construction services subject to the provisions of G.L. chapter 149 and chapter 149A the following shall be incorporated into the procurement documents and made part of the specifications and contract. Every person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal.

3. All bidders or proposers and all subcontractors and trade contractors, including subcontractors that are not subject to G.L. c.149, §44F, under the bidder for projects subject to G.L. c.149, §44A(2), and, proposers under G.L. c.149A, shall as a condition for bidding or subcontracting verify under oath and in writing at the time of bidding or submittal in response to an Invitation to Bid or in any event prior to entering into a subcontract at any tier, that they comply with the following conditions for bidding or subcontracting and, for the duration of the project, shall comply with the following obligations:

- a. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must comply with the obligations established under G.L. c.149 to pay the appropriate lawful prevailing wage rates to their employees;
- b. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must maintain appropriate industrial accident insurance coverage for all the employees on the project in accordance with G.L. c.152;
- c. The bidder or proposer and all trade contractors and subcontractors under the bidder must properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes and income tax withholding. (G.L. c.149, §148B on employee classification);
- d. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must at the time of bidding certify that, at the time

employees begin work at the worksite, all employees will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration, and shall ensure that all employees working at the worksite possess such qualifications at all times throughout the duration of their work on the project and furnish documentation of successful completion of the course;

e. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must be in compliance with the health and hospitalization requirements of the Massachusetts Health Care Reform law established by Chapter 58 of the Acts of 2006, as amended, and regulations promulgated under that statute by the Commonwealth Health Insurance Connector Authority.

f. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must make arrangements to ensure that each employee of every contractor entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign in/out log shall include: the location of the project; current date; printed employee name; signed employee name; and the time of each entry or exiting. The log shall contain a prominent notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign in/out logs shall be provided to the W.R.A. on a daily basis.

g. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer, prior to bidding or, if not subject to bidding requirements, prior to performing any work on the project, shall sign under oath under oath and provide to the W.R.A. a certification that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the City.

4. A proposal or bid submitted by any general bidder or by any trade contractor or subcontractor under the general bidder or proposer that does not comply with any of the foregoing conditions for bidding shall be rejected, and no subcontract for work outside the scope of G.L. c.149, §44F shall be awarded to a subcontractor that does not comply with the foregoing conditions.

5. All bidders or proposers and all trade contractors and subcontractors under the bidder or proposer who are awarded or who otherwise obtain contracts on the projects subject to G.L. c.149, §44A(2) or c.149A, shall comply with each of the obligations set forth in this policy for the entire duration of their work on the project, and an officer of each bidder or subcontractor under the bidder shall certify under oath and in writing on a weekly basis that they are in compliance with such obligations.

6. Any proposer, bidder, trade contractor or subcontractor under the bidder or proposer who fails to comply with any one of obligations set forth in this Article II for any period of time shall be, at the sole discretion of the W.R.A., subject to one or more of the following sanctions: (1) cessation of work on the project until compliance is

obtained; (2) withholding of payment due under any contract or subcontract until compliance is obtained; (3) permanent removal from any further work on the project.

7. In addition to the sanctions outlined in subsection (6) above, a proposer, general bidder or contractor shall be equally liable for the violations of its subcontractor with the exception of violations arising from work performed pursuant to subcontracts that are subject to G.L. c.149, §44F. Any contractor or subcontractor that has been determined by the City or by any court or agency to have violated any of the obligations set forth in this policy shall be barred from performing any work on any future W.R.A. projects for six months for a first violation, three years for a second violation and permanently for a third violation.

8. A contractor or a subcontractor upon a showing that it is not, despite having made a bona fide attempt, feasible to comply with the requirements of this Article II, may be granted a waiver by the W.R.A. The W.R.A. may delegate authority to grant such waivers to the city of Worcester contract compliance officer or any specifically-named individual or individuals. Any such delegate shall report all waivers granted to the W.R.A. for informational purposes on the agenda of the monthly meeting following such waiver.

9. Violations of these requirements shall be considered by the W.R.A. in awarding any future contracts as a factor in determining whether any low bidder is a “responsible” bidder under G.L. c. 149, §44A(1), or G.L. c. 30, § 39M, or whether a firm, trade contractor or subcontractor is a “qualified” firm, trade contractor or subcontractor under G.L. c. 149A, §§ 5 and 8.

Article III - Design, Engineering & Procurement Contracts

1. The W.R.A. shall require every person or entity submitting a proposal to enter into a contract for design services, engineering services, or the procurement of goods, supplies or services in excess of \$100,000, with the W.R.A. to submit with any such proposal an inclusionary participation plan containing the following elements:

- A. A report detailing the results achieved by the contractor over the prior two years to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
- B. A plan detailing the efforts to be made by the proposer during the term of the proposed contract with the W.R.A. to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.

2. Every design services, engineering services or procurement contract awarded by the W.R.A. shall contain the inclusionary participation plan submitted pursuant to section 1.B of this article as legally binding commitments of the designer, engineer or vendor enforceable with provisions allowing the W.R.A. to: 1) suspend work under the

contract until compliance is obtained; (2) withhold payment due under the contract until compliance is obtained; or, (3) in egregious cases, terminate the contract.

Article IV - Land Disposition Agreements with Developers

1. Any land disposition agreement whereby the W.R.A. agrees to convey W.R.A. property as part of the implementation of an urban renewal plan, or otherwise in the furtherance of its public purposes, wherein the value of the property exceeds \$1,000,000 shall include the following:

- A. A requirement that all the contractors and sub-contractors employed by the developer in relation to the project shall, where the amount of any such contract exceeds \$100,000 or the amount of any subcontract exceeds \$25,000, comply with the responsible employer provisions stated in Article II herein.
- B. A plan detailing the actions to be taken by the developer during the design, construction and operation of the proposed development to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
- C. A requirement that the developer make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the developer shall use documented bona fide efforts to ensure that, to the maximum practical extent, that the minimum goals set forth in Article I(1) herein are met.
- D. A requirement that the developer make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the developer in relation to the project shall:
 - (1) formally advertise notices of all employment opportunities in newspapers published in the city of Worcester and minority and Spanish language publications circulated in the city of Worcester;
 - (2) give notice of such employment opportunities to the city of Worcester and state human resource agencies and active community groups and work closely with such agencies and groups to identify women, minorities and low-income persons for employment;
 - (3) participate in existing local training programs and work with community-based training organizations, local school and educational agencies to develop new training programs to produce a pool of qualified women, minorities and low-income workers for all levels of employment;
 - (4) support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
- E. A requirement that the developer make a commitment that it will:

- (1) provide reports documenting compliance with the foregoing requirements to the W.R.A. or any committee or individual it may designate for this purpose.

Article V - Leases Involving W.R.A. Property

1. All leases involving property of the W.R.A. wherein the amount of the rental payments exceeds \$100,000 annually shall include the following:
 - A. A requirement that all the contractors and sub-contractors employed by the lessee in relation to the lease shall, where the amount of any such contract exceeds \$100,000 or the amount of any subcontract exceeds \$25,000, comply with the responsible employer provisions stated in Article II herein.
 - B. A plan detailing the actions to be taken by the lessee during the design, construction and operation of the proposed leasehold improvements to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
 - C. A requirement that the lessee make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the lessee shall use documented bona fide efforts to ensure that, to the maximum practical extent, that the minimum goals set forth in Article I(1) herein are met.
 - D. A requirement that the lessee make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the lessee in relation to the lease shall:
 - (1) formally advertise notices of all employment opportunities in newspapers published in the city of Worcester and minority and Spanish language publications circulated in the city of Worcester;
 - (2) give notice of such employment opportunities to the city of Worcester and state human resource agencies and active community groups and work closely with such agencies and groups to identify women, minorities and low-income persons for employment;
 - (3) participate in existing local training programs and work with local school and educational agencies to develop new training programs to produce a pool of qualified women, minorities and low-income workers for all levels of employment;
 - (4) support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
 - E. A requirement that the lessee make a commitment that it will:

- (1) provide reports documenting compliance with the foregoing requirements to the W.R.A. or any committee or individual it may designate for this purpose.

Article VI - Miscellaneous

1. This policy shall not apply to:
 - A. Cooperation agreements or other contracts or leases entered into with the city of Worcester;
 - B. Grant agreements or other contracts entered into with the commonwealth of Massachusetts or the United States of America;
 - C. Loans, mortgages, bonds or other instruments financing W.R.A. operations, including depository agreements with banks or other financial institutions holding W.R.A. funds.
2. The W.R.A. reserves the right to waive this policy, in whole or in part, with respect to any particular contract, agreement, lease or transaction if it deems such a waiver in the best interests of the W.R.A. and the purposes for which it was established.
3. The W.R.A. reserves the right to impose additional requirements where any particular project is of sufficient size and scope to justify additional expectations and efforts.

Adopted
September 14, 2004

Amended
July 18, 2006

Amended
October 2, 2007

Amended
March 12, 2013

Amended
October 12, 2018

Amended
December 14, 2018

Amended
September 19, 2019

WORCESTER REDEVELOPMENT AUTHORITY

455 Main St., Worcester, MA 01608

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Applies to All Contracts >\$25,000

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

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

Executive Order 12549

Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

By signing and submitting its proposal or proposal, the proposer or proposer 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 proposer or proposer 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 proposer or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

WORCESTER REDEVELOPMENT AUTHORITY

455 Main St., Worcester, MA 01608

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 subrecipients 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 SAMPLE CONTRACT

WORCESTER REGIONAL TRANSIT AUTHORITY

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20 by and between the WORCESTER REGIONAL TRANSIT AUTHORITY a body politic duly organized under the laws of Massachusetts and having a usual place of business at 60 Foster Street Worcester, Massachusetts, hereinafter referred to as the "WRA", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the WRA invited the submission of proposals for the provisions of regular and emergency cleaning services, and trash and recycling removal for its Hub at Union Station, hereinafter "the Project"; and

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

WHEREAS, the WRA has decided to award the contract therefor to the CONTRACTOR.

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Request for Proposal, Instructions to Proposers and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of _____, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The WRA shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 3 above the contract sum of \$_____.
 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the WRA from any and all claims and liabilities under this Agreement.

- C. Neither the WRA's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the WRA under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The WRA shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The WRA shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE WRA. The WRA's liability hereunder shall be to make all payments when they shall become due, and the WRA shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the WRA or any elected or appointed official or employee of the WRA, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the WRA for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the WRA harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the WRA, as set forth below:

General Liability

Bodily Injury Liability	\$2,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Automobile Liability

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$2,000,000 per occurrence
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- B. All policies shall identify the WRA as an additional insured (except Workers' Compensation)

and shall provide that the WRA shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the WRA upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the WRA, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the WRA.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the WRA determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the WRA, or by not complying with the direction of the WRA or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the WRA shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the WRA harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the WRA may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the WRA may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the WRA for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the WRA.

B. Termination for Convenience. The WRA may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the WRA, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The WRA shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the WRA. Whenever requested, CONTRACTOR shall immediately furnish to the WRA full and complete written reports of his operation under this Contract in such detail and with such information as the WRA may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the WRA harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the WRA nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

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

WORCESTER REDEVELOPMENT AUTHORITY:

By its: CFO

CONTRACTOR:

(Signature)

(Name and Title)