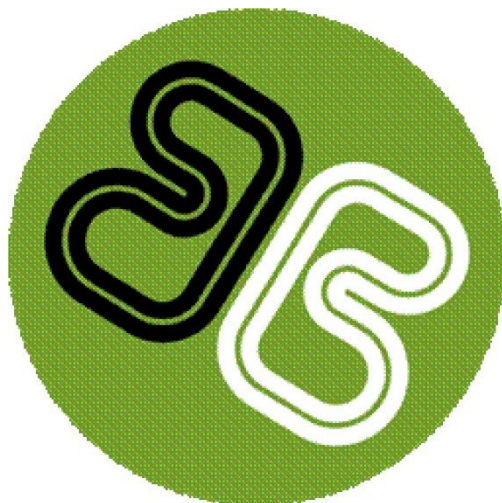


# **Berkshire Regional Transit Authority**



## **Request for Proposal for Intelligent Transportation Systems**

**RFP 2027-002**

**Date Issued: August 12, 2026**

**Public Notice**  
**Request for Proposal RFP 2027-02 Intelligent Transportation Systems**

The **Berkshire Regional Transit Authority (BRTA)** is soliciting proposals from qualified transportation providers to supply install and support Intelligent Transportation Systems. Any contract awarded under this RFP is subject to finance assistance contracts between BRTA and the U.S. Department of Transportation (US DOT), Federal Transit Administration (FTA), and/or the Massachusetts Department of Transportation (MassDOT). The contract will therefore be subject to the regulations of both FTA and MassDOT.

In accordance with the current FTA guidelines, the selected Vendor will provide Intelligent Transportation Systems commencing November 1, 2026, for a term of three (3) years, ending October 31, 2029, at the discretion of the Administrator. Additionally, there is a possibility of two (2) one-year extensions to October 31, 2031, again at the discretion of the Administrator.

**Solicitation Schedule**

| <b>Submission process</b> |                                      |
|---------------------------|--------------------------------------|
| August 12, 2026           | RFP Issued                           |
| August 25,2026            | Written Questions Due Prior to 11 AM |
| August 28, 2026           | Answers to Questions                 |
| September 16, 2026        | Proposals Due Prior to 11 AM         |
| September 29-30, 2026     | Oral Presentations- finalists        |
| <b>Evaluation Process</b> |                                      |
| October 8, 2026           | Final Selection                      |
| October 13, 2026          | Notice to Proceed sent               |
| October 28, 2026          | Contract signed and work begins      |

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## II. GENERAL INFORMATION

### III. I. Overview

The Berkshire Regional Transit Authority (BRTA) oversees and coordinates fixed route paratransit coach and micro-transit transportation services in Berkshire County, Massachusetts. The BRTA was one of eight original regional transit authorities (RTAs) created by state statute (MGL-161B) in 1974. Today, fifteen (15) RTAs are responsible for administering public transportation services throughout much of Massachusetts, outside of the Boston metropolitan area. The BRTA is a political subdivision of the Commonwealth of Massachusetts operating under MGL-Chapter 161B and is funded through a combination of federal, state, and local monies, including farebox revenue. Thirty (30) Berkshire cities and towns are members of BRTA, with fixed route bus service provided in twelve (12) communities. Paratransit transportation is provided in thirty (30) communities. Senior Rural micro-transit is provided in (17) communities. Each member community is represented on the BRTA Advisory Board by their chief elected official, or their designee. The Advisory Board meets throughout the year and is responsible for hiring the administrator, approving the budget, and deciding on any major changes to fares or service. Each community has a weighted vote determined by their amount of service and local assessment in relation to the total.

#### **BRTA's National Database Report submission for FY 2026:**

|                                 | <b>Fixed Route</b> | <b>Paratransit</b> |
|---------------------------------|--------------------|--------------------|
| <b>Unlinked Passenger Trips</b> | 666,129            | 65,315             |
| <b>Vehicle Revenue Miles</b>    | 890,873            | 316,774            |
| <b>Vehicle Revenue Hours</b>    | 48,774             | 23,711             |
| <b>Operating Expenses</b>       | \$7,645,945        | \$2,724,012        |

### IV. II. Service Area

The BRTA serves a population of approximately 128,224 (2025 ACS, US Census). The daily service area spans a region as large as Rhode Island; bordered by Vermont to the north, New York to the west, and Connecticut to the south. Currently, fixed route service is served by fifteen (15) bus routes in twelve (12) communities from Williamstown to Great Barrington. All Communities who are members of the RTA include: Adams, Alford, Becket, Cheshire, Clarksburg, Dalton, Egremont, Florida, Great Barrington, Hancock, Hinsdale, Lanesborough, Lee, Lenox, Monterey, Mt. Washington, New Ashford, New

Marlborough, North Adams, Otis, Peru, Pittsfield, Richmond, Savoy, Sheffield, Stockbridge, Washington, West Stockbridge, Williamstown and Windsor.

## **V. III. Vehicle Roster**

This vehicle list is as of December 2025.

### **Fixed Route: 19 vehicles:**

- (9) 35' transit buses - (1) 2018 diesel (2) 2019 diesel (1) 2022 diesel (5) 2024 hybrid
- (1) 30' transit buses - (1) 2005 diesel,
- (9) 25' minibuses -(1) 2018-2023 gasoline

### **Link 413 Regional Coach Service**

- (4) 45' MCI Over the Road Coaches 2014

### **Paratransit: 22 vehicles:**

- (17) 9-passenger gas minibuses - (4) 2018, (4) 2021, (6) 2022, (3) 2026
- (5) 2024 14-passenger gas powered minibuses

All BRTA fixed route vehicles are equipped with Intelligent Transportation System (ITS) hardware and software including GPS, Automated Vehicle Location (AVL), Mobile Data Devices (MDD), and Automatic Passenger Counters (APC). All BRTA paratransit vehicles are equipped with ITS hardware and software including GPS, Automated Vehicle Location (AVL), and Mobile Data Devices (MDD). BRTA owns all vehicles, equipment, materials, and supplies. The ITS systems are the software and equipment we wish to acquire new.

## **VI. IV. Staff**

The Administrative office is in the Joseph Scelsi Intermodal Transportation Center (ITC) complex at 1 Columbus Avenue in downtown Pittsfield. The BRTA staff includes five (5) administrative personnel. The BRTA has an operations and maintenance facility located at 67 Downing Parkway in Pittsfield. Keolis Berkshire Transit Services (KBTS) is the sub-corporation for Fixed Route and Paratransit Management. The current fixed route and paratransit contractor, Keolis, employs union personnel represented by Teamsters Union #404.

**Teamsters' Local #404:**

|             |                        |           |
|-------------|------------------------|-----------|
| (30)        | Fixed Route Operators  | Full-time |
| (5)         | Fixed Route Operators  | Part-time |
| (5)         | Maintenance Operators  | Full-time |
| (4)         | Maintenance Utility    | Full-time |
| (2)         | Paratransit Dispatcher | Full-time |
| (1)         | Paratransit Dispatcher | Part-time |
| (20)        | Paratransit Operators  | Full-time |
| <b>(67)</b> | <b>Total</b>           |           |

**Non-Union Staff:**

|     |                                 |           |
|-----|---------------------------------|-----------|
| (1) | General Manager                 | Full-time |
| (1) | Director of Transportation      | Full-time |
| (1) | Director of Administration      | Full-time |
| (1) | Director of Maintenance         | Full-time |
| (1) | Procurement Coordinator         | Full-time |
| (1) | Administrative Assistant        | Full-time |
| (1) | Manager of Service Development  | Full-time |
| (1) | Routed Operations Manager       | Full-time |
| (1) | Training and Compliance Manager | Full-time |
| (1) | Mobility Services Manager       | Full-time |
| (4) | Fixed Route Supervisors         | Full-time |
| (2) | Fixed Route Dispatchers         | Full-time |
| (2) | Mobility Dispatchers            | Full-time |
| (1) | ADA Services Coordinator        | Full-time |
| (1) | Operator Instructor/Supervisor  | Full-time |

|             |                          |           |
|-------------|--------------------------|-----------|
| (2)         | Maintenance Supervisors  | Full-time |
| (3)         | Maintenance ITC Janitors | Full-time |
| (1)         | Rider Ambassador         | Full-time |
| <b>(26)</b> | <b>Total</b>             |           |

## VII. Hours of Operation

### **Fixed Route Service Hours:**

Weekday service, ranging from 5:45 AM – 9:00 PM.

Selected Weekday service from 5:45 AM – 11:00 PM (3) Routes 1, 2, 34

Saturday service, ranging from 7:15 AM – 7:00 PM.

No Sunday service.

No service on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas.

### **Link413 Coach Service Hours:**

Weekday service, ranging from 6:30 AM- 9:00PM

The Link service provided through an interagency cooperative agreement among (3) Regional Transit Authorities. They are Berkshire Regional Transit Authority, Franklin Regional Transit Authority and Pioneer Valley Regional Transit Authority.

(3) routes serve (2) communities from Pittsfield, via North Adams to Greenfield, MA and Pittsfield to Northampton, MA.

### **ADA Complementary Paratransit Service Hours:**

Mirrors all fixed route service hours.

### **Non-ADA Paratransit Service Hours:**

Weekday service 5:45 AM - 7 PM.

Saturday service 7:15 AM - 7 PM.

No Sunday service

### **Pilot Service Planned for this Contract**

Micro-transit service to be designed using new ITS services

Senior Rural Transit- service to our rural communities: Alford, Becket, Clarksburg, Egremont, Florida, Hancock, Hinsdale, Monterey, Mt. Washington, New Ashford, New Marlborough, Otis, Peru, Richmond, Savoy, Washington, West Stockbridge, Windsor.

## **VIII. Limitation on Funding**

The BRTA operates with a combination of federal, state, local funds, and farebox revenue. The Contract resulting from this RFP will be subject to the availability of funds from BRTA's funding sources and is contingent upon receipt of these funds by the BRTA. If funding from these sources is eliminated or decreased, the BRTA reserves the right to terminate the Contract or modify it accordingly.

## **VIII. Tax Exemption**

The Authority is exempt from the payment of Federal, State, and local taxes. Taxes must not be included in proposal prices. The Authority will furnish necessary exemption certificates upon request. Any additional sales tax, import, revenue, excise, or other taxes which are now, or which may be levied hereafter by Congress, the Commonwealth of Massachusetts, or any other political subdivision, which would be applicable to this proposal, and which by terms of the tax law, may be passed directly to the BRTA, will be paid by the BRTA.

## **PROJECT SCOPE**

### **I. Scope of Work- Purpose**

The BRTA seeks to obtain Intelligent transportation software and equipment to operate our fixed route, coach and on-demand services.

### **II. Technical Needs**

The Contractor will provide ITS systems of the character described in the technical specifications. Minor deviations from the following requirements may be accepted. If submitting a proposal with such differences, please clearly identify them within your proposal.

#### **A. Computer Aided Dispatch/ Automated Vehicle Locator system**

- Cloud based operations system
- Live bus tracking that uses real-time analytics for arrival predictions
- Live bus tracking from dispatch computers, tablets and mobile devices
- Current status of passenger load. Vehicle location should be visible for both dispatch and the public.
- Automatic GPS refresh rate of vehicle data of one to five seconds (1-5 seconds)
  - All cloud software hosting charges must be included in the pricing. BRTA already supports mobile data charges for AVL routers and owns mobile numbers for each vehicle.
- Software must support historical tracking and playback features.
- Software must have the ability for BRTA to manage and implement routes changes, stop revisions and real-time route deviations.

- Routes deviations must have the ability to be saved, time limited and implemented for special events such as snow routes or street fair closings.
  - Live vehicle dispatching from home office and dispatching center at our terminal.
- B. Mobile application and desktop software features
- Mobile applications must be compatible with industry standard operating systems like Apple iOS and Android.
  - Live bus tracking must be available for public users. GTFS live feed must have an open API to allow other apps such as Transit app to acquire the feed. Transit app is used statewide by MassDOT for all transit systems.
  - Riders must be able to trip plan for multiple modes such as bus, coach, paratransit and on-demand services.
  - Riders must be able to opt-in for text messaging alerts or automated phone alerts regarding service changes or weather updates as sent by dispatch.
  - User must be able to save favorites and preferences for trips, routes and stops.
  - All applications must be fully ADA accessible and compliant.
- C. Mobile Data Interface for Operators All Services
- The terminal interface can be either a mobile data terminal or tablet.
  - Single point driver log-in selects duty and identifies the operator.
  - Pre-trip and post trip bus inspection reporting should be part of the log routine.
  - Display should show route directions and next stop predictions. Real-time traffic updates are preferred.
  - Because the BRTA doesn't currently collect fares, the MDT must be able to be connected to future fare systems. BRTA currently uses Bus Plus application to collect fares on our coach services. Collections are done electronically, no cash.
  - The MDT must allow the operator to count passengers, bikes and wheelchairs manually.
  - Driver messaging feature should be included. Emergency alarm can be activated.
  - Safe driver mode so the driver interface is not active above 10 MPH
- D. Station and Information Services
- ITS systems must be able to supply real-time data to remote information displays. Displays will be located in our terminals and future super stops along fixed route.
  - The service should provide opportunity for infotainment on bus interior displays is highly desired. Messaging will include advertising for local businesses and cultural institutions.
  - BRTA currently owns and operates the Joseph Scelci Intermodal Transportation Center. Real-time bus information must be displayed in our terminal. The software must have the ability to provide real-time information from other transportation providers such as Amtrak, Peter Pan and Greyhound, usually managed through an open API.

- E. Automated Voice Annunciators (AVA)
- Internal and external audio announcements with automated pre-set messages at designated locations, including announcements about the doors opening and closing.
  - System must have the ability for BRTA staff to program announcements remotely and push them to vehicles.
  - Announcements will be integrated with scrolling LED signs inside and outside vehicles.
- F. Automatic Passenger Counters (APC)
- APC's must track passengers exiting and boarding vehicles from each door. The APC must be a product similar to the IRIS Irma on Air counter.
  - Reporting must include ridership by route and stop by specific time; annually, monthly, weekly, daily, hourly, or minute and combinations thereof.
  - APC's must meet requirements for National Transit Database (NTD) reporting. Refer to reporting requirements contained in the RFP.
  - APC's are required for community shuttles, coach and transit bus vehicles only.
- G. On Demand/ Paratransit Software
- Software must be able to be used by both types of services, paratransit and on-demand rides. Paratransit customers must meet criteria and approvals.
  - An integrated paratransit application with the software is desirable. Eligibility module for paratransit applications included.
  - Reservations must be able to be made by passengers or dispatch team via an app or desktop software. Customer may authorize a care giver or other personal care assistant to make reservations on their behalf.
    - Same day reservation capability is a must.
    - Services will be comingled for operational efficiency. Customer times automated grouped/ negotiated by the software automation.
    - Customers may make a standing reservation and appointments as far as 14 days in advance.
    - Cancellations must be made 1 hour before pick-up time.
    - Customer profiles should contain information regarding any special requirements such as wheelchair or mobility device user. Disability information should also be noted.
    - Pick-up location data for service is useful for rural or remote areas of Berkshire County; such as dirt road or steep drive.
  - Real-time trip optimization is essential for optimizing the daily trip schedule. A continuous refresh rate is preferred.
  - Customer profile should allow for future electronic payments. BRTA will be collecting payments in the future.
  - Live vehicle tracking on dispatch and customer applications is a must.

- Software must allow professional staff to assign rosters and duty assignments to a regular schedule. Real-time roster and duty adjustments must be a feature of dispatch software.
- In app driver communications feature must be included.
- Real-time directions and traffic information must be a feature of the driver interface. Pre-trip and post trip inspection information automated to log-in. Trips optimized to traffic information.
- Safe driver mode so the driver interface is not active above 10 MPH

#### H. Training and Customer Service Support

- Contractor must provide a comprehensive training program that equips BRTA personnel for daily operations and routine maintenance of software and hardware.
- The Bidder must supply a list of courses offered including the name and description of each course. Training must be completed on-site in Pittsfield, MA. A budget of training hours must be listed in the proposal and should include but not limited to:
  - CAD/AVL/APC/AVA System Administration
  - CAD/AVL/APC/AVA System User Training; service planning
  - Vehicle Operator Training
  - Dispatch/ Supervisor Training
  - Report Generation Training including specially required NTD reporting
  - Maintenance Training
  - Assistance with APC calibration and NTD certification process for Bidder's APC system
- BRTA desires a three-year service and support agreement with options for two 1-year extensions.
- Customer Facing Services Support and Training
- Staff must be trained to support information systems graphically for continuous updates; posting video, photos, text and other graphic materials.
- Staff must be instructed on how to assist our passengers with common questions about how to use any applications supplied by the vendors.
- Ai automated phone answering systems are desired to answer common questions such as "where's my bus?" or "what is my pick-up time?"
- Ai Chat is also desired for web facing tools to answer common questions.
- Ai automated texted messages for customer information for both fixed route and paratransit.

#### I. Operations and Maintenance reporting module

- An option for a maintenance reporting module based upon vehicle per and post trip inspections is a desired option. The proposer should describe and price separately, unless already included in the software package.
- The system should also be able to integrate with KBTA's Ron Turley maintenance management system.

J. Warranty

- The Bidder must provide clear warranty information for all software, equipment services and installation for all components of the ITS system. Further, Bidders must warrant the system and services for a minimum of 1 year post installation.

## Solicitation Schedule

| <b>Submission Process</b> |                                     |
|---------------------------|-------------------------------------|
| August 12, 2026           | RFP Issued                          |
| August 25, 2026           | Written Questions Due Prior to 11AM |
| August 28, 2026           | Answers to Questions                |
| September 16, 2026        | Proposals Due Prior to 11 AM        |
| September 29-30, 2026     | Oral Presentations                  |
| <b>Evaluation Process</b> |                                     |
| October 8, 2026           | Final Selection                     |
| October 13, 2026          | Notice to Proceed sent              |
| October 28, 2026          | Contract begins                     |

**Questions submitted August 25, 2026 by 11AM to Kathleen Lambert, Administrator, [kathleen.lambert@berkshirerta.gov](mailto:kathleen.lambert@berkshirerta.gov)**

**Proposals must be received on September 16, 2026 prior to 11 AM local time Send to:**

**Berkshire Regional Transit Authority  
1 Columbus Avenue, Suite 201  
Pittsfield, MA 01201**

**Attn: Kathleen Lambert, Administrator  
RFP 2027-02 Intelligent Transportation Systems**

All dates are estimated and subject to change by BRTA. The BRTA reserves the right to hold oral presentations and negotiations with selected proposers during the evaluation period. Proposers must be flexible and available to schedule their participation in such activities, if requested. Should negotiations with the chosen Proposer fail to be complete by 11/1/2026, the BRTA reserves the right to terminate them and begin negotiations with the second-ranked Proposer.

Note: Please ensure that if a third-party carrier (Fed Ex, UPS, etc.) is used, that they are properly instructed to deliver your proposal to the BRTA Administration offices at the address listed above. To be considered, **the proposal must be received and accepted at the BRTA Administration Offices before the RFP closing date and time.**

A proposal may be withdrawn in person or by a Proposer or their authorized representative, provided their identity is made known and they sign a receipt for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of the offer. "Proposals may be withdrawn by written request received by the Authority at any time prior to the deadline for receipt of proposals. No proposal may be withdrawn for a period of 90 days after the deadline set forth herein for receipt of proposals."

## **SUBMISSION REQUIREMENTS OF RFP 2027-02**

### **I. General Requirements**

#### **A. Number of Copies**

Each respondent shall submit 1 original and 1 hard copy plus an electronic copy on a portable flash drive. The proposal shall be submitted to the BRTA prior to 11 AM on September 16, 2026 at the above address.

The Proposer is fully responsible for the delivery of the proposal. Reliance upon mail or public carriers is at the Proposer's risk. Late and incomplete proposals will not be considered. Proposals received after the date and time specified or incomplete proposals will be rejected as non-responsive.

#### **B. Proposal Compliance**

Each proposal shall conform to the requirements of this RFP in all respects to be considered responsive. Any proposal not in compliance with the guidelines will be disqualified and will not be evaluated. All required certifications must be complete, signed, and submitted with each proposal.

#### **C. Contractor Selection**

Contractors may team up to provide a suite of services encompassing the requirements for the RFP. Teams must have a joint contract among themselves before proposing services to BRTA. The BRTA intends to select a Contractor who (1) submits a timely proposal responsive in conformance with this RFP, and (2) demonstrates through its proposal, information and any interviews, that may take place, the requisite experience and financial capacity to perform in a manner most advantageous to the BRTA. Respondents may be asked to provide additional written information beyond that contained in their proposals from any Proposer at any time during the evaluation and selection process. The BRTA reserves the right to negotiate over all aspects of the proposal.

The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, as both of these methods may not be solicited. The proposal must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.

Any name appearing on the US Comptroller General's list of ineligible contractors will be considered an ineligible respondent.

#### **D. Content and Format**

The proposal shall be typed, concise but comprehensive, and should be printed on 8 ½ x 11 paper on the long side. Proposal hard copies should be bound and organized including a "Table of Contents". This will identify major areas, paragraphs, and subparagraphs by number and title as well as by page number. Tab indexing can be used to identify sections as appropriate.

Any changes made to this RFP will be made by addendum and will be sent to all respondents. Should any addendum be issued, certification of receipt of such information will be indicated by a signed form.

The proposal and all other accompanying documents or materials submitted by the respondent will be deemed to constitute part of the proposal. All submissions must be bound together into one book. Changes in the certificates, alternative proposals, or modifications of the proposal documents that are not specifically called for in the RFP will result in the rejection of the proposal. Any proposed change in the response to the RFP should be submitted in writing to the BRTA for its prior approval. The submitted proposal should not contain erasures, changes, or corrections.

The Proposer shall be solely responsible for all costs incurred in the preparation and submittal of the proposal. No reimbursements will be made by the BRTA for any costs incurred by the Proposer.

#### **Bonding requirements:**

FTA Procurement best practices require a bid bond of 5% of the proposed grand total contract price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid assurance that the bidder will upon receipt of the bid execute such documents as maybe required within the time specified.

#### **E. Reservation**

The BRTA reserves the right, at any time, to issue addenda to this RFP or to adjust the procurement schedule if its deemed in the BRTA's best interest to do so. The BRTA reserves the right to reject all proposals resulting from this RFP if it is deemed in the best interests of the BRTA to do so.

#### **F. Inspection**

Proposers shall permit authorized representatives of the BRTA to inspect the Proposer's data, facilities, equipment, and records relating to this RFP. Unsubstantiated statements or the refusal to permit the audit or inspection will cause the Proposer to be deemed non-responsive.

## **G. Proprietary Information**

All proposals shall become the property of the BRTA. If any proprietary information is contained in or attached to a proposal, it must be clearly identified as such. If more than twenty-five percent (25%) of the contents are specified as proprietary information, the Proposal may be deemed as non-responsive. Please note that the BRTA is subject to the provisions of the General Laws of Massachusetts regarding public records.

## **H. Withdrawal of Proposal**

Proposals may be withdrawn by written request by the BRTA at any time prior to the deadline for proposals. No proposal may be withdrawn for a period of 90 days after the deadline set herein for receipt of proposals.

## **I. Non-Discrimination**

In connection with the execution of a contract with the BRTA, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontractors for standard commercial supplies or raw materials.

## **J. Equal Employment Opportunity**

The selected Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training including apprenticeship

## **K. Inquiries and Correspondence**

All correspondence relating to RFP 2027-02 Intelligent Transportation Systems should be addressed to:

**Berkshire Regional Transit Authority**

**1 Columbus Ave, Suite 201,**

**Pittsfield, MA 01201**

**Attn: Kathleen Lambert, Administrator**

**[kathleen.lambert@berkshirerta.com](mailto:kathleen.lambert@berkshirerta.com)**

## **Reservation of Rights and Disclaimers**

1. The BRTA is requesting responses to this RFP pursuant to its determination that such a process best serves the interests of the BRTA and the general public.
2. The BRTA shall not be responsible in any manner for any costs associated with responses to this RFP.
3. The BRTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Respondents or any third party, to waive any irregularities, to waive defects or non-compliance in the filing or contents of any proposal, and to proceed with that proposal, or elements of one or more proposals, if any, which in its sole judgement will, under circumstances, best serve the BRTA's interest.
4. The BRTA reserves the unqualified right to amend the terms of this RFP at any time, and to solicit and accept modifications to any proposal at any time when it is in the best interest of the BRTA to do so.
5. The BRTA reserves the unqualified right, in its sole and absolute discretion, to choose or reject any proposal received in response to this RFP, either on the basis of an evaluation of the factors listed in this RFP or for other reasons, whether or not any proposal offers the highest monetary compensation to the BRTA or any other public entity.
6. The BRTA reserves the unqualified right, in its sole and absolute discretion, to reject any and all proposals or to suspend or abandon this RFP process at any time, with no recourse for any Respondent.
7. The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The BRTA makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by the BRTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a proposal to the BRTA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the BRTA, or any third party who advised or prepared a report for the BRTA, liable or responsible therefore in any manner whatsoever.
8. The BRTA may, at any time, request further information from any Respondent, and interview any Respondents to more fully understand their responses to this RFP.
9. Neither the expression of any Respondent's interest, nor the submission of any Respondent's qualifications and any documents or other information, nor the

acceptance thereof by the BRTA, nor any correspondence, discussions, meetings, or other communications between a Respondent and the BRTA, nor a determination by the BRTA that the Respondent is qualified hereunder, shall (i) impose any obligation on the BRTA to include the Respondent in any such further procedures which the BRTA may utilize prior to the final selection of a Respondent, (ii) be deemed to impose any obligation whatsoever on the BRTA to select the Respondent, or to enter into negotiations with the Respondent, or (iii) entitle the Respondents to any compensation or reimbursement for any costs or expenses incurred by the Respondent in connection with the Respondent's submission hereunder. No costs of responding to the RFP or any addenda thereto, nor the attending any subsequent interviews or meetings in connection with this opportunity, shall be reimbursed by the BRTA.

10. The BRTA may consult individuals familiar with each Respondent regarding the Respondent's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the RFP response. Submission of a Proposal in response to the RFP shall constitute permission for the BRTA to make such inquiries and authorize third parties to respond thereto.

11. The individual responses to this RFP, including all drawings, plans, photos, and narrative material shall become the property of the BRTA upon their receipt thereof. The BRTA will maintain the confidentiality of any material that is provided in response to this RFP and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the nature of the Commonwealth's public records law, Respondents should nevertheless be aware that any information given to the BRTA in response to this RFP or any correspondence, discussion, meeting, or other communication between the Respondent and the BRTA before, with, or after the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.

12. Neither the members of the BRTA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Respondent or any third party with any liability or held liable to it under any term or provision of this RFP nor any statement made herein.

13. The BRTA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process, due to: (i) felonious or other criminal record in any jurisdiction (domestic or foreign); (ii) a determination by the BRTA that the Respondent has failed to disclose any matter that materially relates to the fitness or ability of the Respondent to perform the work and services associated with this RFP or a conflict of interest; or (iii) a determination that such disqualification would serve the public interest.

14. The BRTA reserves the unqualified right to: (1) disqualify any prospective Respondent or reject any response at any time solely on the grounds that a real or

perceived legal or policy conflict of interest is presented; (2) require any prospective Respondent to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or (3) terminate any contract arising out of this RFP if, in the opinion of the BRTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

15. The BRTA reserves the unqualified right, in its sole and absolute discretion, to reject any subcontractor or individual working on a consultant team, and to replace the subcontractor, consultant, or individual with a mutually acceptable replacement.

## Evaluation Criteria and Selection Process

### I. Evaluation Criteria

The Contract will be awarded to the most responsible and responsive Proposer achieving the highest score in accordance with the criteria established by this RFP. All relevant information submitted by the Respondent will be used to evaluate its proposal. The proposals will be evaluated using a weighted scale as noted:

- |                                                            |      |
|------------------------------------------------------------|------|
| 1. Application and quality of Proposer's ITS products      | 30%. |
| 2. The capabilities and experience of the proposed team    | 10%. |
| 3. The availability and plan for installation and training | 20%  |
| 4. The availability proposer's service and support network | 20%  |
| 5. Cost                                                    | 20%  |

Total Score: 100%

A Review Committee will be appointed by the Administrator to evaluate all qualified proposals. The Administrator may participate on the committee, directly or by a designee. The Administrator will make the final decision considering the final recommendation of the Review Committee but will not be bound by that final recommendation. **Any attempt by any Proposer to contact, either directly or indirectly, any member of the Review Committee, will result in the disqualification of the proposer.** The BRTA reserves the right to select firms for a presentation at their sole discretion. Submittal of the proposal is not a guarantee of a presentation to the Review Committee. Issuance of the RFP does not commit BRTA to award a contract, to pay any costs incurred in preparation of the proposals in response to this request, or to contract for services. The BRTA will not engage in exclusionary or discriminatory practices in the solicitation or award of this contract. The BRTA will not give preference to a Proposer due to geographical consideration.

### A. Relevant Experience and Qualifications of the Proposer

1. Describe the firm's overall qualifications and experience to provide the services requested in the RFP. A list of relevant references, minimum of (3) must be provided with full contact information and individual to contact directly.
2. Identify all other public transit services where ITS is provided. Include information which will show the complexity of the services provided.
3. List any awards and recognition which the Proposer has received.
4. Describe in detail any public transit innovations, cost saving initiatives, etc. that the Proposer provided and demonstrated system metric improvements.
5. Provide an organizational history and structure, the number of years in the ITS system industry, and current ownership arrangement, including the Ownership interests of 10% or more.

6. Provide a full and complete description of any recent (3 years), current, or pending litigations involving the Proposer's.
7. For Respondents that are or include corporations not chartered in Massachusetts, a Foreign Corporation Certificate authorizing the corporation to do business in the Commonwealth of Massachusetts.
8. Provide a copy of the most recent annual report.
9. Provide an organizational chart identifying senior management and how the services described in the RFP would be handled.
10. Include a financial statement, preferably a certified audit, provided by a third party for the latest fiscal year. The statement can be labeled Confidential.
11. Attach evidence of required insurance coverage; a properly completed ACORD Form or other evidence of availability of insurance. Insurance requirements are as follows:
  - i. Commercial Auto Liability: \$5,000,000 should be carried. BRTA and KBTS, it's employees, officers, should be named as additional insured.
  - ii. General Liability: 5,000,000 should be carried. BRTA and KBTS, it's employees, officers, should be named as additional insured.
  - iii. Directors & Officers Liability coverage of \$1,000,000
  - iv. Workman's Compensation Insurance covering all local Contractor personnel, excluding the resident General Management Team and by the Massachusetts Workman's Compensation Act, as amended. \$1,000,000
  - v. Cyber Insurance Liability- coverage of \$1,000,000 limit
  - vi. Pollution Liability- environmental hazardous material exposure- limit would be 1,000,000
  - vii. Crime / Fidelity bond – limit would be 1,000,000 coverage for handling money, and fares.

## **Protests**

The BRTA procedures for handling of protests are documented in the Protest Procedures in Appendix D.

## **I. Notification of Contract Award**

1. The BRTA reserves the right to award the contract to the proposer that the BRTA deems to offer the best overall value. The BRTA, therefore, is not bound to accept a proposal on the basis of lowest price. In addition, the BRTA at its sole

discretion, reserves the right to cancel this RFP, to reject all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the BRTA to do so.

2. The BRTA will provide written notification of its intent to award a contract to the successful respondent. Before awarding any contract, the Authority will verify, using the Federal Excluded Parties Listing System that the offeror recommended for the contract award has no unsatisfactory performance history that would prohibit awarding them a contract.
3. One contract award shall be made.
4. The contract will be awarded to that responsible offeror whose offer is responsive, conforming to the solicitation, and will be the most advantageous to the Authority, price and other factors considered.

**RFP 2027-02**  
**Appendix A Cost Proposal Form**

**RFP 2027-31.01**

**APPENDIX A: BRTA MANAGEMENT FEE COST PROPOSAL FORM**

**B. Use Separate Sealed Envelope**

Identify the Monthly Software Service Fee, per year, your organization will charge the BRTA for the requested services. This fee includes the Management Team's salary and fringes, support services provided by your organization, and profit. Provide detailed explanation for periodic support service's cost outside the annual management fee for the Management Team's salary and fringes. **Optional cost scenarios may be submitted in addition to this form, and more lines can be utilized.**

**C. SOFTWARE FEE**

Software Fee

MONTHLY

ANNUAL

|                |  |  |
|----------------|--|--|
| Year 1         |  |  |
| Year 2         |  |  |
| Year 3         |  |  |
| Year 4- option |  |  |
| Year 5- option |  |  |

**D. HARDWARE COST**

| Item Description | Qty | Cost |
|------------------|-----|------|
|                  |     |      |
|                  |     |      |

**E. INSTALLATION AND TRAINING COST**

| Item Description | Qty | Cost |
|------------------|-----|------|
|                  |     |      |
|                  |     |      |

**F. OPTIONAL SERVICES**

| Item Description | Qty | Cost |
|------------------|-----|------|
|                  |     |      |
|                  |     |      |

**G. SOFTWARE UPGRADES AND SERVICES**

Describe criteria and additional costs for software upgrades during the term of the contract.

*(Please use as many pages as needed to explain your cost proposal, the form is a guide)*

**RFP 2027-02**

**Appendix B: Required Forms and Certifications**

**ALL FORMS MUST BE COMPLETED AND RETURNED TO BRTA**

## Proposer's Check List

All responses will be required to have completed the following forms as part of being deemed responsive to this Request for Proposals. **PLEASE NOTE: A number of the following forms must be notarized. Failure to supply the properly notarized form may render the RFP response non-responsive.**

| ATTACHMENT                                                                             | Proposer<br>Check<br>Off | BRTA<br>Check Off |
|----------------------------------------------------------------------------------------|--------------------------|-------------------|
| Acknowledgement of Receipt of RFP                                                      |                          |                   |
| Transmittal Letter                                                                     |                          |                   |
| General Information Form                                                               |                          |                   |
| Bid Bond                                                                               |                          |                   |
| Customer Reference Listing                                                             |                          |                   |
| Addendum Log                                                                           |                          |                   |
| Certification of Contractor Debarment, Suspension, and Other<br>Responsibility Matters |                          |                   |
| Certification of Compliance with Restrictions on Lobbying                              |                          |                   |
| Certification of Compliance for Drug Free Workplace                                    |                          |                   |
| Non-Collusion Certification                                                            |                          |                   |
| Affidavit of Authenticity                                                              |                          |                   |
| Conflict of Interest & Clean Hands Disclosure Form                                     |                          |                   |
| Officers and Significant Stakeholders                                                  |                          |                   |
| MA DOR Certification                                                                   |                          |                   |
| Federal Certifications and Assurances                                                  |                          |                   |
| BRTA procurement protest policy                                                        |                          |                   |

## **ACKNOWLEDGEMENT OF RECEIPT OF RFP**

### **Request for Proposals RFP-2027-02 Intelligent Transportation Systems**

**Name of Firm:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Age of your Firm:** \_\_\_\_\_

**Annual Gross Receipts:** \_\_\_\_\_

**UEI Number:** \_\_\_\_\_

**MA Certified DBE:** \_\_\_\_\_

| GENERAL INFORMATION FORM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |      |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------|--|
| Name of Organization:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |      |  |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |      |  |
| Telephone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            | FAX: |  |
| Authorized Contact:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Name:      |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Title:     |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Telephone: |      |  |
| Organization is (check appropriate block):<br><br><div style="display: flex; justify-content: space-between;"> <div>             _____ Corporation<br/>             _____ Partnership<br/>             (explain) _____ Association           </div> <div>             _____ Joint Venture<br/>             _____ Sole Proprietorship<br/>             _____ Public Agency           </div> <div>             _____ Quasi-public Agency<br/>             _____ Other           </div> </div>                    |            |      |  |
| <p>The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the BRTA with the services described in the Request for Proposals dated October 5, 2020. The stated Proposal shall be firm for 90 days from the due date of this document.</p> <p>The Respondent agrees to comply with contractual requirements pertaining to Equal Employment Opportunity, Fair Employment Practices, DBE Participation goals, and other Federal and State requirements.</p> |            |      |  |
| The Respondent hereby affirms that this response is genuine, truthful representation or collusive, and is not made in the interest of any person not therein named.                                                                                                                                                                                                                                                                                                                                            |            |      |  |
| Authorized Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            | Date |  |

## H. RESPONSE GUARANTY

This response shall not be withdrawn before the expiration of ninety (90) calendar days from the date of the response opening.

The respondent shall acknowledge this response by signing and completing the spaces provided below.

### IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION

WITNESS BY: \_\_\_\_\_(please print)

Signature: \_\_\_\_\_

Signature of Proposer: \_\_\_\_\_

Address of Proposer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach names and addresses of members of the firm)

### IF A CORPORATION

WITNESS BY: \_\_\_\_\_(please print)

Signature: \_\_\_\_\_

Signature of Proposer: \_\_\_\_\_

Address of Proposer:

Imprint of Corporate Seal:

## IX. CUSTOMER REFERENCE LISTING

Responses shall include the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Respondent is currently furnishing or has furnished, in the past, completed service for this type and size of project.

### Company Name

Address

Contact Person

Telephone Number

### Company Name

Address

Contact Person

Telephone Number

### Company Name

Address

Contact Person

Telephone Number

*( Add additional references as needed)*

## **x. ADDENDUM LOG**

The undersigned acknowledges receipt of the following amendments to the documents:

|              |       |
|--------------|-------|
| Addenda No.: | Date: |
| Addenda No.: | Date: |
| Addenda No.: | Date: |
| Addenda No.: | Date: |
| Addenda No.: | Date: |
| Addenda No.: | Date: |

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with Offer.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CERTIFICATION OF CONTRACTOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The potential contractor for the BRTA, contract (primary participant),

\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency.
2. Have not been convicted of or had a civil judgment rendered against them for; commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify any of the statements in this certification, the participant shall attach an explanation to this certification)

THE PRIMARY PARTICIPANT, \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS ON 31 U.S.C. SECTIONS 3801 ET SEQ ARE APPLICABLE THERETO.

Sign

Date

Signature & Title of Authorized Official

## CERTIFICATION OF COMPLIANCE WITH RESTRICTIONS ON LOBBYING

I, [print name] \_\_\_\_\_, do hereby certify on behalf of

[firm name] \_\_\_\_\_ 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 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 agency, 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) All subcontractors and sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

## **CERTIFICATION OF COMPLIANCE FOR DRUG FREE WORKPLACE**

The Federal Transit Administration (FTA) in response to passage of the Omnibus Transportation Employee Testing Act of 1991, has published two regulations prohibiting drug use and alcohol misuse. These regulations are 49CFR part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations".

The Federal Highway Administration (FHWA) and the FTA have agreed that transit agencies with safety-sensitive employees holding Commercial Driver's (CDL's) as well as standard motor vehicle licenses are covered by the FTA drug and alcohol regulations. These regulations are not limited to holders of CDL's and affect all employees who perform safety-sensitive functions, including those who are employed by a contractor hired by the transit agency to provide transit services.

The FTA has determined that "safety sensitive" functions are performed by those employees who operate revenue service vehicles that require drivers to hold CDLs and standard motor vehicle licenses, dispatch or control revenue service vehicles and maintain revenue service vehicles or equipment used in revenue service. These categories include supervisors who perform these functions. The types of drug and alcohol tests required by the FTA regulations are pre-employment, reasonable suspicion, post-accident, random, return to duty and follow-up.

The Potential Contractor for the BRTA, \_\_\_\_\_ certifies the Company and its sub-contractors (if applicable) affirm a Drug Free Workplace Policy has been established and agrees to comply with requirements of the Omnibus Transportation Employee Act of 1991.

---

Signature of Authorized Official

Date

Signed

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## NON-COLLUSION CERTIFICATION

By submission of this proposal, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint proposal, each party certifies as to its own organization, under the penalty of perjury, that to the best of its knowledge and behalf:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Respondent or with any other competitor:
2. Unless otherwise required by law, the prices quoted in this Proposal have not been knowingly disclosed by the Respondent, directly or indirectly, to any other Respondent or to any other competitor prior to opening; and
3. No attempt has been made or will be made by the respondent to induce any other person, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition.

---

Respondent

---

Date

## AFFIDAVIT OF AUTHENTICITY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly

Sworn, deposed that he is

\_\_\_\_\_  
(A partner or officer of the firm)

that the party made the foregoing Proposal; that such Proposal is genuine and not collusive or sham; that said respondent has not colluded, conspired, connived or agreed directly or indirectly with any Respondent or person, to put in a sham proposal or to refrain from submitting a proposal, and had not in any manner, directly or indirectly; sought by agreement or collusion or communication or reference, with overhead, profit, or cost element of said Proposal price, or of that of any other Respondent to secure any advantage against the Authority or any person interested in the proposed contract; and that all statements in said Proposal are true and correct to the best of his knowledge.

Signed:

\_\_\_\_\_  
Respondent, if the Respondent is an Individual

\_\_\_\_\_  
Partner, if Respondent is a Partnership

\_\_\_\_\_  
Officer, if the Respondent is a corporation

SUBSCRIBED AND SWORN TO before me,

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

Commission expires \_\_\_\_\_

**MUST BE NOTARIZED AND SUBMITTED WITH PROPOSAL**

**A. CONFLICT OF INTEREST & CLEAN HANDS DISCLOSURE FORM**

I HEREBY CERTIFY THAT

1. I (printed name) \_\_\_\_\_ am the (insert title) \_\_\_\_\_ and the duly authorized representative of the firm of (firm name) \_\_\_\_\_ whose address is: \_\_\_\_\_  
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and
2. Except as listed below, no employees, officers, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the BRTA nor has any outstanding past due debt to the BRTA; and
4. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**EXCEPTION**

S (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

Commission expires \_\_\_\_\_

## OFFICERS AND SIGNIFICANT STAKEHOLDERS

**Failure to list all officers and significant stakeholders of the business may prevent the proposal / offer from being considered for award.**

### BUSINESS OFFICERS

President Name: \_\_\_\_\_

Address: \_\_\_\_\_

Vice President Name: \_\_\_\_\_

Address: \_\_\_\_\_

Secretary Name: \_\_\_\_\_

Address: \_\_\_\_\_

Treasurer Name: \_\_\_\_\_

### SIGNIFICANT STAKEHOLDERS

A significant stakeholder means any person, corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any legal entity that has a ten percent (10%) or more equity in the business.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Use additional pages to add all names and addresses.

## B. MASSACHUSETTS DEPARTMENT OF REVENUE CERTIFICATION

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
\*Signature of Individual By: Corporate Officer or Corporate Name (Mandatory) (Mandatory)

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

\*Approval of a contract or other agreement will not be granted unless this certificate clause is signed by the applicant.

\*\*Your social security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. c. 62 s.49A

End of Section-----

**RFP 2027-02**

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

**C. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient 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 Recipient, 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.

**1. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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.

**D. ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g)  
2 C.F.R. § 200.333 49  
C.F.R. part 633

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases,

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

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.

**E. FEDERAL CHANGES**

49 CFR Part 18

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 comply with this shall constitute a material breach of this contract.

**F. TERMINATION**

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

**1. Termination for Convenience (General Provision)**

The AGENCY may terminate this contract, in whole or in part, at any time in writing to the Contractor when it is in the AGENCY'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 AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same and dispose of it in the manner AGENCY directs.

**2. 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 AGENCY may terminate this contract for default. Termination shall be affected by serving a Notice of Termination to 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

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

it is later determined by the AGENCY 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 AGENCY, 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.

**3. Opportunity to Cure (General Provision)**

The AGENCY, 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 cases, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to AGENCY'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 AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**4. Waiver of Remedies for any Breach**

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**5. Termination for Convenience (Professional or Transit Service Contracts)**

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

**6. 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 AGENCY may terminate this contract for default. The AGENCY 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 AGENCY.

**7. 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 AGENCY may terminate this contract for default. The AGENCY 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

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performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY 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 AGENCY.

**8. 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, AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY 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 AGENCY 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 AGENCY 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 AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY 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 AGENCY.

**9. Termination for Convenience or Default (Architect and Engineering)**

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY 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 AGENCY'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. AGENCY has a royalty-free, nonexclusive, and

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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 AGENCY, the AGENCY'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 AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

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 AGENCY.

**10. Termination for Convenience or Default (Cost-Type Contracts)**

The AGENCY 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 AGENCY 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 AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY 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 AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

(2) If contractors make, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**G. CIVIL RIGHTS LAWS AND REGULATIONS**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and

(2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

(3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third-Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ,

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

“Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and  
(c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 2 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third-Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agree to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 2 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

programs or activities, (b) 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 individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) 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 individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2, i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

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j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**H. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

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

**1. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

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

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

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

**I. VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

**1. Rights and Remedies of the AGENCY**

The AGENCY shall have the following rights in the event that the AGENCY 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 agency 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.

For purposes of this Contract, breach shall include [AGENCY to define].

**2. 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 AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

**3. 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 AGENCY 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 AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY 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.

**4. Disputes**

- **Example 1:** 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 AGENCY's [title of employee]. 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 [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

- **Example 2:** The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staff, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

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 AGENCY's direction or decisions made thereof.

**5. Performance during Dispute**

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

**6. 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.

**7. Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY 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 AGENCY is located.

**8. 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 AGENCY 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.

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

**LOBBYING RESTRICTIONS**

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

**9. 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 any agency, 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.

**J. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL  
ACT**

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.

## **RFP 2027-02**

### **APPENDIX C: REQUIRED FEDERAL CLAUSES**

- 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).

#### **FLY AMERICA**

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

#### **K. ENERGY CONSERVATION**

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.

#### **L. RECYCLED PRODUCTS**

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

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 Agency (U.S. EPA),

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

“Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

**M. BUILD AMERICA BUY AMERICA REQUIREMENTS**

**1. 49 U.S.C. 5323(j) 2 CFR part 184**

The Buy America preference under BABA and 2 CFR part 184 applies to all Federal financial assistance as defined in 2 CFR 200.1 or successor regulations<sup>11</sup> — whether or not funded through IIJA — where funds are appropriated or otherwise made available and used for a project for infrastructure. See 2 CFR 184.2(a), 200.1, and 200.322(c). For the purposes of this regulation, Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations. For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter legal authorities that agencies may have to include the Buy America preference, or other domestic content requirements, in awards of Federal financial assistance issued to for-profit organizations. Federal agencies may consider applying this guidance to for-profit entities consistent with their legal authorities. For example, 2 CFR 200.101(a)(2) allows Federal agencies to apply certain subparts of part 200 to for-profit entities.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

A Buy America preference only applies to the iron and steel, manufactured products, and construction materials incorporated into an infrastructure project receiving a Federal award. If an agency has determined that no funds from a particular project receiving a Federal award will be used for infrastructure, a Buy America preference does not apply to that project. A Buy America preference does not apply to non-infrastructure components or expenditures under an infrastructure project receiving a Federal award.

A Buy America preference applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards. In other words, if an infrastructure project receives a Federal award, the Buy America preferences applies to both the Federal funds and non-Federal funds used for the infrastructure project.

Part 184 clarifies that it does not apply to a Buy America preference meeting or exceeding the requirements of section 70914 of BABA applied by a Federal agency to Federal awards for infrastructure projects before November 15, 2021 (when IIJA was signed into law).

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

Federal agencies must make necessary changes to come into compliance with BABA's requirements, unless such agencies have policies and provisions that already meet or exceed the standards required by BABA. For example, a program in which the standards for iron and steel already meet the standards in BABA may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed BABA requirements. For additional information, see 2 CFR 184.2(a) and associated discussion of that section in the preamble to the final guidance. All BRTA projects must adhere to BABA. Contractors agree to adhere to BABA in their procurements on behalf of all BRTA projects.

**N. CARGO PREFERENCE REQUIREMENTS**

**1. 46 U.S.C. § 55305 46 C.F.R. part 381**

Cargo Preference - Use of United States-Flag Vessels The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**O. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE  
ARRANGEMENTS**

49 U.S.C. § 5333(b) ("13(c)")  
29 C.F.R. part 215

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case by case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

**P. SAFE OPERATION OF MOTOR VEHICLES**

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

Seat Belt Use Page 31 of 46 The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or BRTA.

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

**Q. SCHOOL BUS OPERATIONS**

49 U.S.C. 5323(f) 49 C.F.R. part 605

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605; 3. Any other Federal School Bus regulations; or 4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may: 1. Bar the Contractor from receiving Federal assistance for public transportation; or 2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

**R. CHARTER SERVICE**

49 U.S.C. 5323(d) and (r)

49 C.F.R. part 604

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that BRTAs and sub-BRTAs of FTA assistance are prohibited from providing charter service using Page 13 of 46 federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing. The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

**S. SUBSTANCE ABUSE**

- a. Drug-Free Workplace. The Recipient agrees to: (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 et seq.,
- (2) Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 C.F.R. part 32, and
- (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F.R. part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 C.F.R. part 32.

- b. Alcohol Misuse and Prohibited Drug Use. (1) Requirements. The Recipient agrees to comply and assures that its Third-Party Participants will comply with: (a) Federal transit laws, specifically 49 U.S.C. § 5331,
- (b) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655, and
- (c) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. part 40.

- (2) Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

**VETERANS PREFERENCE**

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

**CFDA NUMBER FOR THE FEDERAL TRANSPORTATION  
ADMINISTRATION**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal

awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**RFP 2027-02**

**APPENDIX C: REQUIRED FEDERAL CLAUSES**

**The bidder or offeror hereby certifies that it will comply with the Federally Required and other model contract clauses as listed in this section.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(Please sign and return with prop*

## **APPENDIX D: BRTA PROCUREMENT PROTEST PROCEDURES**

## **General Policy Procurement Protest**

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The Berkshire Regional Transit Authority (BRTA) will make every effort to issue requests for proposals (RFPs), request for qualifications (RFQs), and invitations to bid (IFBs) and to make awards relative to those procurements in a manner that will not spark a protest. If, however, a proposer or bidder, herein after called “Protestor”, wishes to protest either the solicitation or the award of the procurement, the protester may file a protest as described below.

### **Protest Prior to Award of Contract**

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- a. Any Protester that desires to protest any aspect of the contents of a BRTA procurement solicitation (RFP, RFQ, or IFB) must file a written statement of protest with the Administrator of the BRTA (hereinafter referred to as that “Administrator”) within fifteen (15) business days prior to the deadline date specified for submitting a response to the procurement. The written protest should be as specific as possible in describing the Protester’s objection to the procurement solicitation and include any supporting documentation. In this written protest, the Protester may request a hearing with the Administrator.
- b. The Administrator will schedule any requested hearing to be held within ten (10) business days of receipt of the written protest.
- c. The Administrator will issue a response in writing, within five (5) business days of receipt of the protest or following a hearing on the protest.
- d. If a protest has been filed in accordance with the procedure specified hereinabove, the BRTA will not make a procurement award pending a resolution of the outstanding protest, unless, in the sole judgment of the Administrator:
  - I. The items to be procured are urgently required.
  - II. Delivery or performance will be unduly delayed by the BRTA’s failure to make the award as scheduled.
  - III. The failure to make the procurement award will cause undue harm to the BRTA or interfere with the BRTA’s fulfilling its responsibilities of obligations.
- e. Protests received following the solicitation response due date will be considered only if the concern an issue, procedure, or other matter that could not have reasonably been protested by a proposer prior to the solicitation response due date; however, no protests about the solicitation will be entertained after ten (10) business days following the solicitation response due date.
- f. Any protest may be withdrawn, in writing, prior to issuance of the Administrator’s response.

The protest will be considered outstanding until the Administrator has issued their response to the protest. BRTA will notify the FTA Region 1 Office when it receives a third-party contact protest and keeps FTA informed about the status of the protest.

### **Protest Subsequent to Award of Contract**

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- a. Proposers may file a protest about the procurement subsequent to the award of the contract. Such protest may not pertain solely to the solicitation, except if the provisions of Section 1, e (above) applies.
- b. Protestors of the procurement contract award must file a written statement of protest with the Administrator within five (5) business days following receipt of the notice of the award. The written protest should be as specific as possible in describing the Protestor's objection to the procurement contract award to a competing proposer. In this written protest, the Protestor may request a hearing with the Administrator.
- c. The Administrator will schedule any requested hearing to be held within five (5) business days of receipt of the written protest.
- d. The Administrator will issue a response in writing, within five (5) business days of receipt of the protest or following a hearing on the protest.
- e. Depending on the timing of the protest relative to the commencement of work activities under the awarded contract, the Administrator may or may not suspend the awarded contract while the protest is outstanding. The contract award will not be suspended if, in the sole judgment of the Administrator, the contract must be enforced because:
  - I. The items to be procured are urgently required.
  - II. Delivery or performance will be unduly delayed by the BRTA's failure to make the award as scheduled.
  - III. The failure to make the procurement will cause undue harm to the BRTA or interfere with the BRTA's fulfilling its responsibilities or obligations. The protest will be considered outstanding until the Administrator has issued their response to the protest.

### **Judicial Remedies**

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The BRTA recognized that, under certain circumstances, the Protestor may be entitled to seek the following judicial remedies:

- a. An action for monetary damages, where and if applicable, in the Courts of Massachusetts
- b. An action for injunctive relief, as well as money damages, where and if applicable, in the Courts of Massachusetts

- c. Actions within the Federal Courts as a result of the pursuit of remedies referred to in Paragraph 3 hereinabove, as well as actions for money damages and/or injunctive relief, where and if applicable.

## **Notices**

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In each case where notice is required herein to be given to a Protestor, the BRTA will cause similar notice to be given to each other respondent to the procurement solicitation.

## **APPENDIX E: ADDITIONAL INFORMATION**

This appendix contains additional information for the use of the proposer. This information does not need to be returned with the proposal.

## **1. DEFINITIONS**

The BRTA: The Berkshire Regional Transit Authority (also referred to as the “Authority”).

ADA Level Transportation Service or ADA Program: The BRTA must provide ADA Paratransit Service to individuals whose disability prevents them from using accessible bus service. ADA Paratransit Service must be comparable to the service an individual would receive if he/she could use the fixed route bus system.

Ambulatory Transportation: Transportation primarily intended for people who are able to walk and/or require limited human assistance. Such transportation is provided by any of several types of vehicles, including passenger sedans, station wagons, vans, or minibuses, which are used to transport persons on a demand-response, individual or shared ride basis, and are licensed by the city or town in which the operating business is located. Examples of these vehicles are taxis, vans, liveries and purpose-built vehicles.

Premium Service: Transportation provided by a motor vehicle that is specially equipped to carry one or more persons who utilize(s) a mobility device as defined by 49 CFR part 37.3 or who have significant mobility limitations. Such vehicles must be equipped with a manual ramp or 403 compliant lift and have securement restraint systems for each securement position. The BRTA administers this Non-ADA service to be available and operational 24 hours a day every day of the year (no time restrictions for availability), is a door-to-door service to assist customers as needed to and from their door and the vehicle.

Companion: Eligible riders are permitted to be accompanied by one traveling companion (not to be confused with a PCA as defined below). Additional companions are accompanied on a space available basis only. Companion(s) must be identified at the time of the trip request and have same origin and destination as the eligible rider. Companions are required to pay the same fare as the customer. Companions MUST board and disembark the vehicle with the customer at the same locations. Companions and PCA's must be tracked for ridership totals. Companions are counted as customers but PCA's are not.

Consumer: BRTA eligible rider as determined by the BRTA (also referred to as “customer”, “rider” or “customer”).

Contractor: For the purposes of this procurement, transportation provider, or vendor.

Curb-to-Curb Service: ADA service is provided curb to curb (to meet the vehicle at the curb and drivers will only provide assistance into and out of the vehicle at pick-up and drop-off locations.), unless the customer require a greater level of assistance. IN these instances, the driver will assist door to door. Drivers are required to ask each customer what assistance, if any is needed.

Door-to-Door Service: When request, customers may receive assistance getting to / from the vehicle and the door to the building. Contractor shall provide door-to-door service to the maximum extent possible without “losing control and oversight” of vehicles or other customers. This is defined as assistance to or from the exterior-most door of a place of residence or designated address. This does not mean interior doors within an apartment complex, large medical facility, or other large facility. BRTA does not condone drivers to go beyond the threshold of the exterior-most door and will not accept responsibility for services rendered beyond this point. Drivers are cautioned to adhere to the policy when providing assistance to the exterior door. If the customer must have assistance to or from the exterior-most door, it is the customer’s responsibility to have a PCA or companion travel with him/her for that purpose or arrange to have someone other than the driver assist him/her at the origin/destination.

US DOT: United States Department of Transportation

FTA: Federal Transit Administration

Fixed Route: Scheduled bus service funded by the BRTA within its service area.

Keolis Berkshire Transit Services: BRTA’s Operations services provider.

On-Demand: transit as passenger cars, vans, or buses with fewer than 25 seats operating in response to passenger requests, with no fixed route or schedule except temporarily to meet special needs.

Passenger Mile: The distance traveled while a passenger is on the vehicle.

Personal Care Attendant (PCA): Eligible riders are entitled to be accompanied by a PCA and must be listed on the eligible riders ADA Eligibility Application form. PCA’s must be identified at the time of the trip request, ride free of charge and

have same origin and destination as the eligible rider. PCA's MUST board and disembark the vehicle, with the customer at the same locations. Companions and PCA's must be tracked for ridership totals. Companions are counted as customers but PCA's are not.

Respondent: For this procurement, any organization deemed responsive to provide any of the agency specific transportation services included in this RFP.

Service Animal: Service animals are animals that are individually trained to perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets. Customer MUST identify the use of a service animal when making trip reservation.

Shared-Ride service: Customers with similar points or origin, destination and day and time are grouped together on the same vehicle. Efforts should be made to negotiate reasonable pick-up and drop-off times to allow group rides.

Trip: A one-way movement of a consumer between two points. For the purposes of data collection and statistical reporting, all data is to be reported as one-way trips, unless requested otherwise by BRTA.

### Service Performance Standard Fixed Route

| Transit                                                                                                                | Acceptable Minimum | Goal         | Liquidated Damages for Failure to Reach Acceptable Minimum for Each Calendar Month                                |
|------------------------------------------------------------------------------------------------------------------------|--------------------|--------------|-------------------------------------------------------------------------------------------------------------------|
| On-time performance. Service leaving the designated stop within 5 minutes of scheduled time during a one-month period. | 95%                | 100%         | <i>Note: To be determined with selected Contractor prior to contract execution for all performance standards.</i> |
| Schedule Trips Adherence – Percent of Trips Operated.                                                                  | 98%                | 100%         |                                                                                                                   |
| Passengers per mile one-month period, system overall.                                                                  | 0.66               | 0.68         |                                                                                                                   |
| Preventable accidents per 100,000 miles                                                                                | 1.4                | 1.2          |                                                                                                                   |
| Abandoned (dropped) Call Rate                                                                                          | <5%                | 0%           |                                                                                                                   |
| Call Sent to Voice mail                                                                                                | <5%                | 0%           |                                                                                                                   |
| Customer complaints per month (contractor related) received collectively by Contractor and BRTA                        | 5                  | 3            |                                                                                                                   |
| Preventative maintenance (on-time)                                                                                     | 95%                | 100%         |                                                                                                                   |
| Cleaning of vehicles                                                                                                   | 98%                | 100%         |                                                                                                                   |
| Miles between road calls using FTA standards                                                                           | 18,000 miles       | 20,000 miles |                                                                                                                   |

## **Paratransit Service Performance Standards**

| <b>Paratransit</b>                                                                                                                                           | <b>Acceptable Minimum</b> | <b>Goal</b>  | <b>Liquidated Damages for Failure to Reach Acceptable Minimum for Each Calendar Month</b>                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------|-------------------------------------------------------------------------------------------------------------------|
| On-time performance. Passenger pick-up within the 20-minute window of each and every scheduled pick-up time<br><i>Note: BRTA set by policy to 30 minutes</i> | 95%                       | 100%         | <i>Note: To be determined with selected Contractor prior to contract execution for all performance standards.</i> |
| Customer ride time is equal to the fixed route time for the same distance traveled during a one-month period.                                                | 98%                       | 100%         |                                                                                                                   |
| Passengers per vehicle revenue hour – one-month period, system overall. (Paratransit minimum)                                                                | 1.4                       | 2.5          |                                                                                                                   |
| 4. Abandoned (dropped) Call Rate                                                                                                                             | <5%                       | 0%           |                                                                                                                   |
| Call Sent to Voice mail                                                                                                                                      | <5%                       | 0%           |                                                                                                                   |
| Average time on hold initially on reservation line during any 1month period.                                                                                 | 2 minutes                 | 1 minute     |                                                                                                                   |
| Preventable accidents per 100,000 miles                                                                                                                      | 2                         | 0            |                                                                                                                   |
| Wheelchair lift availability during a one-month period.                                                                                                      | 100%                      | 100%         |                                                                                                                   |
| Customer complaints per month (contractor related) received collectively by Contractor and BRTA                                                              | 10                        | 0            |                                                                                                                   |
| Preventative maintenance (on-time)                                                                                                                           | 95%                       | 100%         |                                                                                                                   |
| Cleaning of vehicles                                                                                                                                         | 98%                       | 100%         |                                                                                                                   |
| Miles between road calls using FTA standards                                                                                                                 | 5,000 miles               | 10,000 miles |                                                                                                                   |