

# **LOWELL REGIONAL TRANSIT AUTHORITY**

## **REQUEST FOR PROPOSALS**

**FOR**

## **FIXED ROUTE MANAGEMENT SERVICES**



***January 2024***

# **REQUEST for PROPOSALS FOR FIXED ROUTE MANAGEMENT SERVICES**

The Lowell Regional Transit Authority (LRTA) is seeking proposals to contract with a qualified contractor to provide management and efficient operation of the public fixed route bus transportation system in the LRTA's service area. These services consist of the day-to-day management of the LRTA's fixed route bus service and all related operations services.

In this regard, the LRTA invites proposals in accordance with State and Federal requirements as outlined in the RFP documents. The LRTA will accept sealed Proposals at the Gallagher Intermodal Transportation Center (GITC), 115 Thorndike Street, Floor 3B, Lowell, MA 01852 **until 10:00 a.m. on Thursday, February 21, 2024. The resulting contract will commence on July 1, 2024, and shall be continued, according to contract agreement provisions, until June 30, 2027.**

The performance of any contract which may arise from this proposal is subject to the requirements of Title VI of the Civil Rights Act of 1964 and all applicable equal employment requirements as may be generally appropriate to this type of solicitation. DBE / MBE / WBE firms will be afforded full opportunity to submit proposals and will not be subject to discrimination on the basis of race, color, sex, or national origin in the LRTA's consideration of an award of contract.

This project and contract will be subject to financial assistance from the Federal Transit Administration (FTA), the Massachusetts Department of Transportation & Construction (MassDOT) and the Member Municipalities of the LRTA. All proposers will be required to certify that they are not on the United States Comptroller General's list of ineligible contractors.

The contract start date will be **July 1, 2024**. The LRTA reserves the right to waive any formalities, to reject any and all proposals, and to award the contract to any proposer whose proposal is deemed the most advantageous to the interest of the public and the LRTA.

The RFP documents and detailed specifications will be available by January 10, 2024, and may be obtained free of charge at the LRTA Administrative Office, Gallagher Intermodal Transportation Center (GTC), 115 Thorndike Street, Floor 3B, Lowell, MA 01852. **The RFP documents may also be requested by mail; by telephone via contacting Ms. Meaghan O'Brien, LRTA Procurement Director, (978) 459-0164 - extension #210.; by email [meaghan.obrien@lrta.com](mailto:meaghan.obrien@lrta.com).**

**DAVID BRADLEY  
LRTA ADMINISTRATOR**

January 8, 2024

# **LOWELL REGIONAL TRANSIT AUTHORITY**

## **Proposed Schedule for:**

### **REQUEST for PROPOSALS FOR FIXED ROUTE MANAGEMENT SERVICES**

Advertise Request for Proposals: (RFP's)	1/19/24
RFP Packages Ready for Distribution	1/22/24
Deadline for Written Requests for Clarifications or Changes to the RFP Specifications	2/2/24
<b>RFP Opening-11 A.M.- @ LRTA Administrative Office, 115 Thorndike Street, 3rd Floor, Gallagher Transportation Center (GTC), Lowell, Mass. 01852.</b>	<b>2/15/24</b>
Notice of Intent to Award Contract	2/29/24
Award Fixed Route Contract	3/14/24
Commence Fixed Route Services Contract	7/01/24

# **LOWELL REGIONAL TRANSIT AUTHORITY**

## **REQUEST for PROPOSALS** **FOR** **FIXED ROUTE MANAGEMENT SERVICES**

The Lowell Regional Transit Authority is seeking to contract for the fixed route transit bus management services of a qualified contractor to provide transit management and continued operation of the public fixed route bus transportation in the LRTA's service area.

### **INTRODUCTION**

The LRTA currently provides fixed route public transportation within the City of Lowell and the Towns of Billerica, Chelmsford, Dracut, Tewksbury, Tyngsborough, and Westford. The fixed route services provided by the LRTA at the present time include operation of the following:

The LRTA Fixed Route bus operation services the City of Lowell and the towns of Billerica, Chelmsford, Dracut, Tewksbury, Tyngsborough, and Westford. Service is operated along **20 numbered routes and one Downtown Shuttle route**. In addition, several of the routes provide destination service to Littleton, Wilmington, Andover, and Burlington. These routes are operated utilizing a fleet of **50 transit buses** and four support and supervisory vehicles.

**Service is provided Monday through Saturday and operated 955,629 vehicle revenue miles in fiscal year 2023. Prior to driver shortages resulting from COVID-19, the average vehicle revenue miles were approximately 1,303,685 and the organization has a goal to return to these levels. The system employs 60 drivers and 10 maintenance personnel all of whom are members of Amalgamated Transit Union Local #1578. In addition, there are several employees in non-union administrative, supervisory and clerical positions.**

The LRTA owns all vehicles, facilities, equipment, materials, and supplies. This includes **the Bus Maintenance, Operations & Storage Facility at 100 Hale Street, Lowell; the Gallagher Intermodal Transportation Center (GITC) and the Kennedy Bus Transfer Hub** in Lowell, MA.

The LRTA currently has a contract for transportation management services with Transdev (formerly First Transit Management of Lowell). This contract expires on June 30, 2024, and, in accordance with Federal Transit Administration (FTA) guidelines, the contract arising from this proposal shall commence on July 1, 2024, and continue to June 30, 2027; the end of the LRTA's Fiscal Year 2027. The option for two additional yearly renewals will be considered by the LRTA in accordance with the provisions of the Massachusetts General Laws Chapter 161B and applicable Federal Regulations.

**Proposers should also recognize that the LRTA and its current management company are parties to certain 13 (c) labor protection agreements and a labor agreement with ATU Local #1578 covering drivers, mechanics, and maintenance personnel; in effect through June 30, 2027.**



## **ADDITIONAL LRTA BACKGROUND INFORMATION:**

The Lowell Regional Transit Authority (LRTA) is a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established May 1974 under Chapter 161B of the Massachusetts General Laws of 1973.

The LRTA member communities are Lowell, Acton, Billerica, Carlisle, Chelmsford, Dracut, Dunstable, Groton, Maynard, Pepperell, Tewksbury, Tyngsborough, Townsend and Westford. The LRTA provides fixed route bus service to seven of its member communities. There is a separately managed demand responsive service (RoadRunner) to six (6) communities for elderly and disabled persons; special minibuses to twelve (12) regional Councils on Aging, and a Downtown Shuttle service to all major business, education, and tourism sites in the City of Lowell.

The LRTA also assists the Massachusetts Bay Transportation Authority (MBTA) commuter rail system which operates, via Keolis Commuter Services, fifty daily commuter trains between Lowell and Boston's North Station. The historic North Billerica Commuter Rail Station is the first stop from Lowell on the inbound trip to North Station, Boston, Mass.

The LRTA maintains its Administrative Offices within the Gallagher Intermodal Transportation Center (GITC) in Lowell, MA. The GITC was developed in four major construction phases under the LRTA's direction and offers approximately 1,000 daily parking spaces for commuter rail and other transit users, as well as, for Intercity bus connections, LRTA transit bus routes, shuttle connections, and various retail services. The main LRTA paratransit service operates out of the Maguire Transportation Center within the GITC. All fixed route services originate from the Robert B. Kennedy Bus Transfer Center at the GITC.

Fixed Route bus services are contracted privately in accord with Massachusetts Law under provisions of MGL Chapter 161B. At present, Transdev operates and maintains the 50-bus fleet from the LRTA's Bus Maintenance and Operations Center facility at 100 Hale Street in Lowell, MA. **The Fixed Route ridership for Fiscal Year 2023 was 732,081 trips. This is still lower than previous numbers due to reduced ridership and the driver shortage from COVID-19. For example, Fiscal Year 2018 had ridership that included 1,407,572 trips.**

Elderly and disabled services are operated under a separate provider contract out of the GITC and provides trips to the seniors and disabled of the Region.

## **SCOPE OF SERVICES**

The contractor will provide the reasonably required management services for the LRTA that are necessary for the efficient and safe operation of its regional fixed route bus transit system, facilities and equipment under policies, standards and procedures established by the LRTA. In addition to managing the operation of the fixed route service, the contractor will be responsible for fleet and support vehicle maintenance; driver training, recruitment, revenue collection, and accident investigation. The contractor shall also be responsible for preparing its proposed annual operating budget and will assist the LRTA in planning appropriate capital procurements. The contractor will work with the Compliance Director to report and track all complaints and concerns reported to the organization. Qualified proposers must be capable of providing professional management services including, but not limited, to the following:

A. **General Management Services consisting of:**

1. The contractor's employment of a full-time individual who will reside in the LRTA's service area or adjacent area and be responsible for all the duties of the General Manager of the transit system. This person must have a four-year degree and at least ten (10) years of supervisory experience of which at least five (5) years have been in a top management capacity in public transportation.
2. Directing, developing, and assessing the existing supervisory and clerical personnel on staff in bus operations at 100 Hale Street, Lowell, MA. Future changes to this group may be considered under the LRTA's direction and approval.

B. **Specific Management Services consisting of:**

1. Transportation & operations services consisting of routing, scheduling, maintenance of all equipment and facilities, system performance monitoring, planning and preparation of technical specifications for capital procurements, customer relations, ridership counts, marketing, accident and claims investigation, Revenue collection and accounting for all fixed route service.
2. Personnel related services consisting of employee hiring, training, safety, compensation, labor relations and labor contract negotiations and grievance administration. The contractor will be responsible for all costs associated with the employment of the General Manager and all additional management staff, administrative & clerical staff, subcontractors and/or consultants employed.

The contractor will also be responsible for all corporate taxes, fees, and administrative expenses of the company not directly related to the operation of the LRTA transit system (as an example but not limited to, corporate income taxes and return preparation).

3. Accounting services consisting of a micro or PC computer based accounting system that performs the disbursing function and a financial management information system that provides monthly cost detail reports, revenue collection and detail allocation reports, expenditure-to-budget analysis reports, requisitions for payments, financial and operating statements, route and performance statistics and other financial reporting as may be reasonably required by the LRTA.

4. Financial management services consisting of purchasing, inventory control, budgeting and forecasting, performance monitoring and planning and compliance with FTA regulations and assisting with the annual fiscal year independent audit firm as contracted by the LRTA. Contractor will be required to provide an annual Corporate audit to the LRTA in a timely fashion. Regulatory agencies compliance to include assisting with: the preparation of annual National Transit Database reports, FTA triennial reviews, application and administration of capital and operating grants, administration of affirmative action policies and programs; equal employment opportunity; DBE and Title VI procedures & programs, third party contracting, drug and alcohol testing & compliance, ADA compliance requirements.
5. Regulatory agencies compliance to include assisting with: the preparation of annual National Transit Database reports, FTA Triennial Reviews, application and administration of capital and operating grants, administration of Affirmative Action policies, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Title VI procedures and programs; third party contracting, drug and alcohol testing & compliance; and ADA Compliance Regulations.
6. Regular “condition of the transit system” reports to the LRTA Administrator. These reports may be made orally or in writing as deemed appropriate by the LRTA Administrator. They should include, at a minimum, the status of ridership, revenues, customer service updates, ridership complaints and commendations, labor relations, operations and maintenance update, innovations and technological improvements.
7. Monthly status reports to the LRTA Administrator detailing activities of the bus operations, bus facility and all significant maintenance efforts. Several examples of items for inclusion in the monthly reports would be: ridership, ridership trends, revenues, performance statistics, safety and labor issues and ridership complaints and commendations. Reports on bus accidents or operating violations shall be required on an immediate basis. All major activities, accidents and incidents at 100 Hale Street, during fixed route service and at the Kennedy Hub shall be reported immediately to the LRTA Administrator.

**C. Capital, Facilities & Equipment:**

The LRTA will provide the contractor with all capital equipment, facilities and operating funds necessary for the proper and efficient operation of the transit system within the lawful restrictions of Mass. Proposition two and one-half, FTA Grant regulations and in accordance with the approved annual LRTA budget.

The contractor will be required to provide the LRTA with complete inventories of parts, equipment, and property on a yearly basis. These annual inventories will list any items that have been disposed of or are to be disposed of.

The contractor will be responsible for all costs associated with the maintenance of the assets under its use and control and will have or develop an approved fleet maintenance plan and monitoring system.

An approved inventory parts control and accounting system shall also be required of the contractor and shall be subject to LRTA review and annual audit. The contractor shall be required to include all costs associated with its maintenance operations & control system in the annual budget proposal to the LRTA.

## **PROPOSAL FORM AND CONTENT**

The proposal shall include a narrative from the proposer which will detail the proposer's qualifications, experience, resources, transit management philosophy and ability to comply with the requirements of the LRTA as outlined in this solicitation. In addition, the proposer should relate how its goals & objectives would serve and be compatible with the LRTA's transit operations.

### **All proposals shall include at a minimum the following:**

1. Name of firm, address, name of contact person; telephone; email address & fax number.
2. Submit resumes of the proposed General Manager and any additional corporate support staff or subcontractors anticipated (ie. Legal services, labor relations, accounting, audit). **The LRTA will require the selected proposer to provide 30-60 days advanced Notice of Intended Change of the current General Manager.**
3. Provide a complete summary of the proposer's transit management knowledge, experience, and capability. Identify all transit systems presently managed. Provide the names & locations of transit systems previously managed within the last five (5) years. Provide the name and location of any transit system previously managed by the proposer where the management contract was not renewed or canceled within the last five (5) years and provide an explanation for the non-renewal or cancellation.
4. Describe the transit management philosophy and identify the management tools, procedures, and practices used to achieve success. Relate how the firm's management philosophy and practices have been tested successfully. **Describe in detail the firm's proposed on-going Safety Program for the LRTA system, buses, and drivers.**
5. Describe the proposers' familiarity and commitment to all applicable Federal, State and local Affirmative Action, Equal Employment Opportunity, Disadvantaged Business Enterprise, Environmental, Third-Party Procurement, Title VI, Thirteen C., Drug and Alcohol Testing, ADA, FTA Triennial Review, and Financial Management regulations.
6. Describe any management innovations successfully implemented by the proposer and any citations, awards, and/or letters or articles praising the proposer's activities.
7. Provide a list of at least four (4) transit references (See References Form) and one (1) financial/banking reference. Highlight any experience with Massachusetts RTA operations and any other New England Transit properties.

**When describing knowledge and experience, the proposer should pay particular attention to the following areas:**

- a. Management of transit systems similar to the LRTA in size and operation.
- b. Familiarity with MA Gen. Law, Chapter 161B, FTA grant regulations and procedures, and the LRTA service region.
- c. Bus and vehicle fleet maintenance programs.
- d. Driver training including: safety, sensitivity, and accident reporting training.
- e. Scheduling and dispatching.
- f. Labor relations and personnel management (include a list of unions represented on transit properties managed by the proposer).
- g. Implementation of transit improvements, innovations, and new services.
- h. Experience with annual audits, FTA triennial review, and State Program Previews.
- i. Knowledge and experience with ITS technologies (i.e. AVL/GPS) and operations.
- j. **Program to comply with LRTA's DBE goal of 5.85% for contractible opportunities.**

**8. The proposed management services fee and total fee for the three-year contract period. (See "Management Services Fee Proposal Form").**

**9. Proposers shall submit one original and three copies in a sealed package/envelope to be opened by the LRTA according to the date and time on the Procurement Schedule. When possible, include a USB drive containing an electronic copy of the submitted documents for the maintenance of records. The sealed package shall be clearly marked: "RFP for LRTA Fixed Route Management Services".**

## **EVALUATION CRITERIA**

The following criteria, listed in order of importance, will be used in evaluating proposals:

1. Qualifications of the Proposer to include:
  - a. General qualifications (overall operations, maintenance, labor relations, safety experience).
  - b. Experience with management of similarly sized transit system.
  - c. Quality of service provided and reputation of the proposer as measured by the results of proposer references investigation.
  - d. Experience with applicable Massachusetts, Federal and local laws, regulations and procedures. **Experience with Mass. RTA operations/management.**
  - e. Proposers & GM's experience and knowledge relating to current transit technologies, ITS, and automated fare collection systems.
2. Proposed Management Services Fee for the Total (3 year) Contract Period.
3. Compliance with all requirements and certifications within the RFP.

After the proposals are received and opened, the LRTA reserves the right to request additional information from any proposer as may be deemed appropriate to effectively and properly evaluate any proposal. All accepted proposals will be ranked in order of acceptability, based upon the stated Evaluation Criteria. Upon selection of the most qualified proposal, it is the intention of the LRTA to issue a notice of intent to award and to enter into contract negotiations with that proposer with the goal of developing a contract for the stated term of service. The contractor's proposal shall form the basis of those negotiations, although the LRTA reserves the right to negotiate any aspect /item within the proposal.

If the LRTA is unable to reach an agreement with the highest ranked proposer, then it reserves the right to terminate negotiations and enter negotiations with the next highest rated proposer.

**All LRTA contracts are subject to the continuation and receipt of Federal (FTA) and State (MassDot) funding.**

**MANAGEMENT FEE PROPOSAL FORM,  
REQUIRED COMPLIANCE  
CERTIFICATIONS, FORMS,  
REGULATIONS AND REQUIRED  
CONTRACT CLAUSES & PROVISIONS**

# **LOWELL REGIONAL TRANSIT AUTHORITY**

## **REQUEST FOR PROPOSALS** **FOR** **FIXED ROUTE MANAGEMENT SERVICES**

### **MANAGEMENT FEE PROPOSAL FORM, REQUIRED COMPLIANCE** **CERTIFICATIONS, FORMS, REGULATIONS, AND CONTRACT PROVISIONS:**

#### **Management Services Fee Proposal Form (two pages)**

Addendum Page

References

Completeness of Proposal

Certification Regarding Lobbying

Certification of Primary Participant (Debarred Bidders)

Certificate of Eligibility

Non-Collusion Bidding Certification

Affidavit

Statement of Proposer's Qualifications

Buy America Provisions

Implementation of Clean Air Act

Requirement of Revenue Enforcement and Protection Program, Comm. of Mass.

Equal Employment Opportunity

Special Requirements and Conditions

Federal Changes

Drug & Alcohol Testing

Charter Service Operations

School Bus Requirements

No Government Obligation to Third Parties

Program Fraud or Fraudulent Statements

Childcare Compliance Certification

DBE Participation Statement

Federal ITS Compliance Assurance

Protest Procedures / Request and Appeal Procedures

Required Clauses, Contract Provisions



# Lowell Regional Transit Authority

## REQUESTS FOR PROPOSALS FOR FIXED ROUTE MANAGEMENT SERVICES

### COST PROPOSAL FORM

This line cost information will be used in the evaluation of Proposals. The Proposer may be asked to provide additional detailed cost information.

	<u><b>Year 1</b></u> 7/1/24 – 6/30/25	<u><b>Year 2</b></u> 7/1/25 – 6/30/26	<u><b>Year 3</b></u> 7/1/26 – 6/30/27	<b>TOTAL</b>
A. Labor Costs: Salary to be paid to General Manager				
B. Fringe Benefits <i>*(Itemize)*</i>				
C. Administrative Expenses <i>*(Itemize)*</i>				
D. Other <i>*(Itemize)*</i>				
E. Overhead				
F. Profit				
<b>Total Management Services Cost =</b>				

*\* Use Page 2 for itemized details where requested above \**

**Lowell Regional Transit Authority**  
**COST PROPOSAL – ITEMIZED COST DETAIL**

		<u><b>Year 1</b></u> 7/1/24 – 6/30/25	<u><b>Year 2</b></u> 7/1/25 – 6/30/26	<u><b>Year 3</b></u> 7/1/26 – 6/30/27	<b>TOTAL</b>
Fringe Benefits:	Taxes				
	Insurance				
	Worker's Comp.				
Administrative Expenses	Support / Travel				
	Professional Services				
Other: (detail)					

**LOWELL REGIONAL TRANSIT AUTHORITY**  
**ADDENDUM PAGE**

The undersigned acknowledges receipt of the following addenda to the Proposal/  
Bid documents (give number and date of each):

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Failure to acknowledge receipt of all addenda may cause the Bid to be considered not responsive to the invitation, which would require rejection of the Bid.*

## LOWELL REGIONAL TRANSIT AUTHORITY

### PRESENTATION OF REFERENCES

I herein certify that the information following showing Authority / Company / Municipality name, address, telephone number and contact person is a representative list of Authorities / Companies / Municipalities which have contracted with this firm. This list is presented in compliance with the RFP/IFB instructions and requirements

References (attach list if needed):

<div>Name</div> <div>Address</div> <div>Phone</div> <div>Contact Person</div>	<div>Name</div> <div>Address</div> <div>Phone</div> <div>Contact Person</div>
<div>Name</div> <div>Address</div> <div>Phone</div> <div>Contact Person</div>	<div>Name</div> <div>Address</div> <div>Phone</div> <div>Contact Person</div>

Certified to by: \_\_\_\_\_

(Signature and Title)

**LOWELL REGIONAL TRANSIT AUTHORITY**

**COMPLETENESS OF PROPOSAL / BID**

I herein certify that I have read and understand all BIDDING/PROPOSAL documents and any amendments, changes and Addenda submitted by the Lowell Regional Transit Authority and that I have fully complied with all provisions of same.

I further certify and represent that any omission or deviation from these documents may or will, at the sole discretion of the LRTA, render this bid unresponsive and ineligible for further consideration in this bidding process.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
FAX No.

## LOWELL REGIONAL TRANSIT AUTHORITY

### Certification Regarding Lobbying

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, renewal, continuation, 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/9/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1996 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. [Note: Pursuant to 31 U.S.C. section 1352 (c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.A. section 3801, et seq., apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official:

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Name and Title of Contractor's Authorized Official:

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

**LOWELL REGIONAL TRANSIT AUTHORITY**

**CERTIFICATION OF PRIMARY PARTICIPANT (DEBARRED  
BIDDERS)**

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

- 1.Are not presently debarred, suspended, purposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 2.Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 government 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 transaction (Federal, State or Local) terminated for cause of default.

The primary participant. , certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification on understands that the provisions of 31 U.S.C. sections 3801 ET SEO. Are applicable thereto.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**LOWELL REGIONAL TRANSIT AUTHORITY**

**CERTIFICATE OF ELIGIBILITY**

\_\_\_\_\_. Certifies that  
(Name of Company)

neither it, nor any of its subcontractors used in performing this contract, are listed on the list of persons or firms currently debarred for violations of various public contracts incorporating labor standards provisions maintained by the Comptroller General of the United States.

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
SIGNATURE:



## LOWELL REGIONAL TRANSIT AUTHORITY

### **NON-COLLUSION BIDDING CERTIFICATION**

By submission of this Bid/Proposal, each Bidder and each person signing on behalf of any Bidder certifies under penalty of perjury, that to be the best of their knowledge and belief:

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

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

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

\_\_\_\_\_  
Organization/Company:

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

NOTE: Where the words Bid or Bidder appear alone, include Proposal or Proposer as may be Applicable.

**LOWELL REGIONAL TRANSIT AUTHORITY**

**AFFIDAVIT**

State of (\_\_\_\_\_) County of (\_\_\_\_\_)

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

The undersigned being duly sworn, deposes and says that he/she is the sole owner; partner; president, treasurer, or other duly authorized official of corporation of \_\_\_\_\_, for work in (City/Town/State)

\_\_\_\_\_  
(name of bidder as appearing in submitted bid)

on \_\_\_\_\_; and certifies under penalties of perjury  
(opening date of bid)

that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of person making Affidavit

\_\_\_\_\_  
Title of person making Affidavit

Sworn to before this (\_\_\_\_\_) day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Notary Public

My commission expires:

**LOWELL REGIONAL TRANSIT AUTHORITY**  
**STATEMENT OF PROPOSER'S QUALIFICATIONS**

1. Name of Bidder / Proposer: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. Where Incorporated: \_\_\_\_\_
5. How many years has your firm been engaged in this business under its present name?: \_\_\_\_\_
6. Have you ever refused to sign a contract at your original bid or proposed price?:  
\_\_\_\_\_
7. Have you ever defaulted on a contract?: \_\_\_\_\_
8. Will you, upon request furnish any other information (appropriate to this solicitation) that the Authority may require?: \_\_\_\_\_
9. The undersigned hereby authorizes requests of any appropriate person to furnish any information requested by the LRTA in verification of the recitals comprising this Statement of the Proposer's Qualifications.

\_\_\_\_\_  
Firm/Proposer Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by: Name & Title

**LOWELL REGIONAL TRANSIT AUTHORITY**  
**BUY AMERICA PROVISIONS CERTIFICATE**

This procurement is subject to the FEDERAL TRANSIT ADMINISTRATION'S Buy America Requirements in 49 CFR 661.13.

A Buy America Certificate, as per attached form, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A waiver from the Buy America Provision may be sought by (Recipient) if grounds for the waiver exist.

In order to qualify as a domestic end-product, the cost of components produced in the United States must exceed 70 percent (70%) to the cost of all components, and final assembly must take place in the United States. Additionally, any manufactured good must be 100 percent (100%) produced in the United States to qualify. This includes both components, and assembly.

**BUY AMERICA CERTIFICATE**

The proposer/bidder/contractor hereby certifies that it **will comply** with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR 661.

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

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

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

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

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**CERTIFICATE OF NON-COMPLIANCE**

The proposer/bidder/contractor hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323 (J)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

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

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

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

**LOWELL REGIONAL TRANSIT AUTHORITY**

**IMPLEMENTATION OF CLEAN AIR ACT Certificate**

**By signing this Bid/Proposal, the Bidder/Proposer will be deemed to have stipulated as follows:**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sec 7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Contractor:\_\_\_\_\_

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

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

**LOWELL REGIONAL TRANSIT AUTHORITY**  
**REQUIREMENT OF REVENUE ENFORCEMENT AND**  
**PROTECTION PROGRAM CERTIFICATE**

In accordance with the provisions of the Revenue Enforcement and Protection Program and the requirements thereunder as enacted by Sections 35 and 36 of Chapter 233 of the Acts and Resolves of 1983 the LRTA must obtain an attestation from a provider of goods or services that said provider is in compliance with all laws of the Commonwealth relating to taxes.

According to the law any person or company failing to execute the attestation clause shall not be allowed to obtain a contract.

THE ATTESTATION CLAUSE BELOW MUST BE SUBMITTED WITH YOUR BID.

**Note:** Any questions concerning the law or its implementation may be directed to the Massachusetts Department of Revenue, 100 Cambridge St., 2nd Floor, Boston, MA 02114, 4, TELEPHONE: # (617) 626-2700.

**REQUIRED ATTESTATION CLAUSE**

Pursuant to M.G.L. Ch. 62C, Section 49A I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

**\*\* Social Security Number  
Or Federal Identification No.**

**\*Signature of Individual or Corporate Name**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer (if applicable)

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

\*\* Your Social Security number may 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.62cs. 49a. **Privacy Act.** The Contractor agrees to comply with, and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. section 552a. The Contractor also agrees to include these requirements in each subcontract.

**LOWELL REGIONAL TRANSIT AUTHORITY**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE:**

The \_\_\_\_\_  
(Company / Partnership / Individual)

certifies that it is in conformance with all applicable federal and state equal employment opportunity laws and regulations and that it does not discriminate in any of its employment practices on the basis of race, color, religion, national origin, age, sex or marital status.

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

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

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

**LOWELL REGIONAL TRANSIT AUTHORITY**

**SPECIAL REQUIREMENTS AND CONDITIONS**

I herein certify that I have read and comply with all requirements included in this RFP. I further understand that any contract arising out of this RFP is subject to assistance from the Federal Transit Administration (FTA), Commonwealth of Massachusetts and the LRTA member municipalities. I further understand that any contract arising out of this RFP includes the Advertisement for RFP; the RFP Documents; Plans and Specifications and the Bidder's responses to all requirements of the RFP. All Massachusetts and FTA Regulations appropriate and pertinent to this type of solicitation whether or not contained in the bid documents will be complied with.

\_\_\_\_\_  
Firm:

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

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

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

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

\_\_\_\_\_  
Phone:

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



**LOWELL REGIONAL TRANSIT AUTHORITY**  
**FEDERAL CHANGES**

Contractor shall, at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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Signature

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Title

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Organization / Company

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Date

## LOWELL REGIONAL TRANSIT AUTHORITY

### **DRUG AND ALCOHOL TESTING**

The Contractor agrees to participate in the LRTA / COA Drug and Alcohol Consortium in compliance with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operations administrations, the State Oversight Agency of Massachusetts, or the Lowell Regional Transit Authority, to inspect the facilities and records associated with the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

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Signature

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Printed Name & Title

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Organization / Company

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Date

## LOWELL REGIONAL TRANSIT AUTHORITY

### **CHARTER SERVICE OPERATIONS**

The Contractor agrees to participate in the 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients of FTA assistance are prohibited from providing charter service using federal funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

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Signature

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Printed Name & Title

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Organization / Company

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Date

## LOWELL REGIONAL TRANSIT AUTHORITY

### **SCHOOL BUS REQUIREMENTS**

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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Signature

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Printed Name & Title

---

Organization / Company

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Date

LOWELL REGIONAL TRANSIT AUTHORITY

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1). The LRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in approval of the solicitation 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 LRTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2). The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Organization / Company

\_\_\_\_\_  
Date

LOWELL REGIONAL TRANSIT AUTHORITY

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

(1). 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 CFR 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 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.

(2). 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3). 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.

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Signature

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Printed Name & Title

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Organization / Company

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Date

LOWELL REGIONAL TRANSIT AUTHORITY

**CHILD CARE COMPLIANCE**  
**CERTIFICATION FOR CONTRACTORS**

\_\_\_\_\_(Contractor) hereby certifies that it is in compliance with Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations, 102 CMR 12.00 promulgated pursuant thereto.

\_\_\_\_\_ There is a program for child care in compliance with these regulations.

\_\_\_\_\_ There are fewer than 50 full-time people employed in this company.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Date

LOWELL REGIONAL TRANSIT AUTHORITY

**DBE PARTICIPATION STATEMENT**

The LRTA has a federally approved Five and eighty-five hundredths (5.85%) percent DBE participation goal for all of its applicable procurements and contracts. Please refer to Required Clauses, Contract Provision "Disadvantaged Business Enterprise" for a full description of this requirement.

Please indicate below the following:

A. The Proposer will \_\_\_\_\_ will \_\_\_\_\_  
will not \_\_\_\_\_ be able to meet the LRTA's DBE goal for this procurement.

**\*\*NOTE:** If unable to meet the LRTA's DBE Goal requirement the bidder / proposer must attach good faith search / effort documentation to this form.

B. The Proposer in meeting the LRTA DBE goal for this procurement intends to utilize the following certified DBE firm for this procurement: Evidence of DBE certification will be required of the selected Proposer prior to Award to Contract.

\_\_\_\_\_  
DBE Firm Name

\_\_\_\_\_  
DBE Firm Address

\$ \_\_\_\_\_  
DBE Participation Amount of Total Proposed / Contract Price

\_\_\_\_\_  
Proposer Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Address

\_\_\_\_\_  
Phone / Fax #s

\_\_\_\_\_  
Authorized Signature



**LOWELL REGIONAL TRANSIT AUTHORITY**  
**FEDERAL ITS COMPLIANCE ASSURANCE**

The Proposer/Bidder\_\_\_\_\_certifies, to the  
*Firm Name*  
extent applicable, that it will conform to the National Intelligent Transportation  
Systems (ITS) Architecture and Standards as required by Section 5206(e) of  
TEA-21, 23 U.S.C. Section 502 and to comply with FTA Notice "FTA  
National ITS Intelligent Architecture Policy on Transit Projects."

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Phone#

\_\_\_\_\_  
Address  
  
\_\_\_\_\_

Certified to by: \_\_\_\_\_  
Signature and title

## **LOWELL REGIONAL TRANSIT AUTHORITY**

### **PROTEST PROCEDURE INFORMATION**

Protests will be accepted only from prospective proposers or bidders whose direct economic interest would be affected by the award of a contract or by failure to award a contract. Any protests shall be in writing, submitted to the Administrator of the Lowell Regional Transit Authority, 115 Thorndike St., Lowell MA 01852-3308 and shall be submitted within the time limits specified in these procedures. Any protest that is not submitted in conformance with these procedures is null and void and shall not be considered.

All Protests shall include;

1. The name and address of the protestor;
2. The solicitation or project number, or description;
3. A detailed statement as to the nature of the protest.

**Protests Prior to Bid/Proposal Opening:** A protest based on alleged unduly restrictive specifications, alleged improprieties or other similar situations before bid or proposal opening, will be submitted so that it is received by the LRTA Administrator no later than five (5) full working days before the specified opening of the bids or proposals. A decision in writing by the LRTA Administrator or his designee will be returned to the protesting party in a timely manner prior to the bid/proposal opening if possible.

In the event a timely decision cannot be made, the LRTA may postpone the bid/proposal opening. All bids/proposals will remain unopened until the protest has been resolved, but no additional bids/proposals shall be accepted or modified after the originally scheduled day and time of opening. An addendum changing the day and time of the opening will be sent to each person/company that has requested and received a copy of the specifications.

**Protests After Bid/Proposal Opening:** A protest arising after the opening of the bids based upon grounds that were known or should have been known, must be submitted so that it is received by the LRTA Administrator within five (5) working days after notification of the apparent low responsive and responsible bidder. Any such protest must contain a statement of the grounds for protest and all supporting documentation. A decision in writing by the LRTA Administrator or his designee will be returned to the protesting party in a timely fashion.

Upon receipt of such protest the LRTA will immediately determine if the execution of a contract should be postponed. If it is postponed, the LRTA will notify all bidders that a protest has been filed and that the execution of the bid contract is postponed until the LRTA has issued its decision. Any protest may be withdrawn at any time before the LRTA has issued its decision.

The decision of the LRTA Administrator is final. No further appeals will be considered by the LRTA.

## LOWELL REGIONAL TRANSIT AUTHORITY

### **REQUEST AND APPEAL PROCEDURES**

**Changes in specifications:** Changes to the Bid/Proposal documents and specifications will only be made by written addendum, and all proposers/bidders will be notified if any changes are made. It is the responsibility of the bidder to ascertain if all addendum have been received prior to the submission of the Proposal/Bid.

Requests for changes, clarification and approved equals of the Bid/Proposal documents, specifications and requirements must be received by the LRTA in writing no later than the deadline for written requests for changes, clarifications and/or approved equals that is listed on the "Procurement Schedule" (unless changed by a formal written addendum issued by the LRTA).

The LRTA intends to reply in writing to any properly received request for changes, clarifications or approved equals to the Proposal/Bid documents, specifications or requirements no later than five days prior to due date of proposal/bid receipt.

The LRTA reserves the right to postpone the Proposal/Bid opening for its convenience and to reject any and all proposals/bids.

Appeal from the decision of the LRTA must be in writing to the LRTA and if received less than four full working days before bid opening then it will not be considered.

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

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

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

**REQUIRED CLAUSES AND CONTRACT PROVISIONS**  
**ACCESS TO RECORDS AND REPORTS**  
*(Gathered from Procurement Pro 11-10-2023)*

**ACCESS TO RECORDS AND REPORTS**

1. 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, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. 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.
3. 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 in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

**AMERICANS WITH DISABILITIES ACT(ADA)**

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

**BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

**RESTRICTIONS ON LOBBYING - Conditions on use of funds.**

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-

appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

#### Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

#### **BOND REQUIREMENTS**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition

Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the nonfederal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand- By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor,

materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

## **CIVIL RIGHTS LAWS AND REGULATIONS**

The following Federal Civil Rights laws and regulations apply to all contracts.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29

C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

**5.Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

#### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

### **CARGO PREFERENCE REQUIREMENTS**

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,
- c. Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- d. 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.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part



200, Appendix II.

- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

**CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

**DEBARMENT AND SUSPENSION**

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;

- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the 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.

#### **DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)** *(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

#### **ENERGY CONSERVATION**

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 (42 U.S.C. § 6201).

#### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **NOTICE TO THIRD PARTY PARTICIPANTS**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

#### **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive

Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agency's, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

[State reasons]:

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

**FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

**NO 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.

**NOTIFICATION TO FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

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

- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

### **SOLID WASTES**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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.

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

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

**PROMPT PAYMENT** (*Does not apply to projects fully funded by the Tribal Transportation Program (TTP).*)

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

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

**SAFE OPERATION OF MOTOR VEHICLES**

**Seat Belt Use**

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

**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 Contract.

**SEISMIC SAFETY**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

**SPECIAL DOL EEO CLAUSE**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

#### **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
  - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
  - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
  - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

### **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

### **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

### **TERMINATION**

#### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice 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.

#### 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 effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the 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.

#### 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 case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to 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.

#### 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.

#### 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.

#### 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.

#### 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 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.

#### 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. 3. 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.

#### 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 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.

#### 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.

### **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

### **VETERANS HIRING PREFERENCE**

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would 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.

### **VIOLATION AND BREACH OF CONTRACT**

#### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. 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 agencies authorized representative. 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 agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

#### **Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

#### **Claims for Damages:**

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

#### **Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and 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.

#### **Rights and Remedies:**

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

# **LOWELL REGIONAL TRANSIT AUTHORITY**

## **APPENDIX**

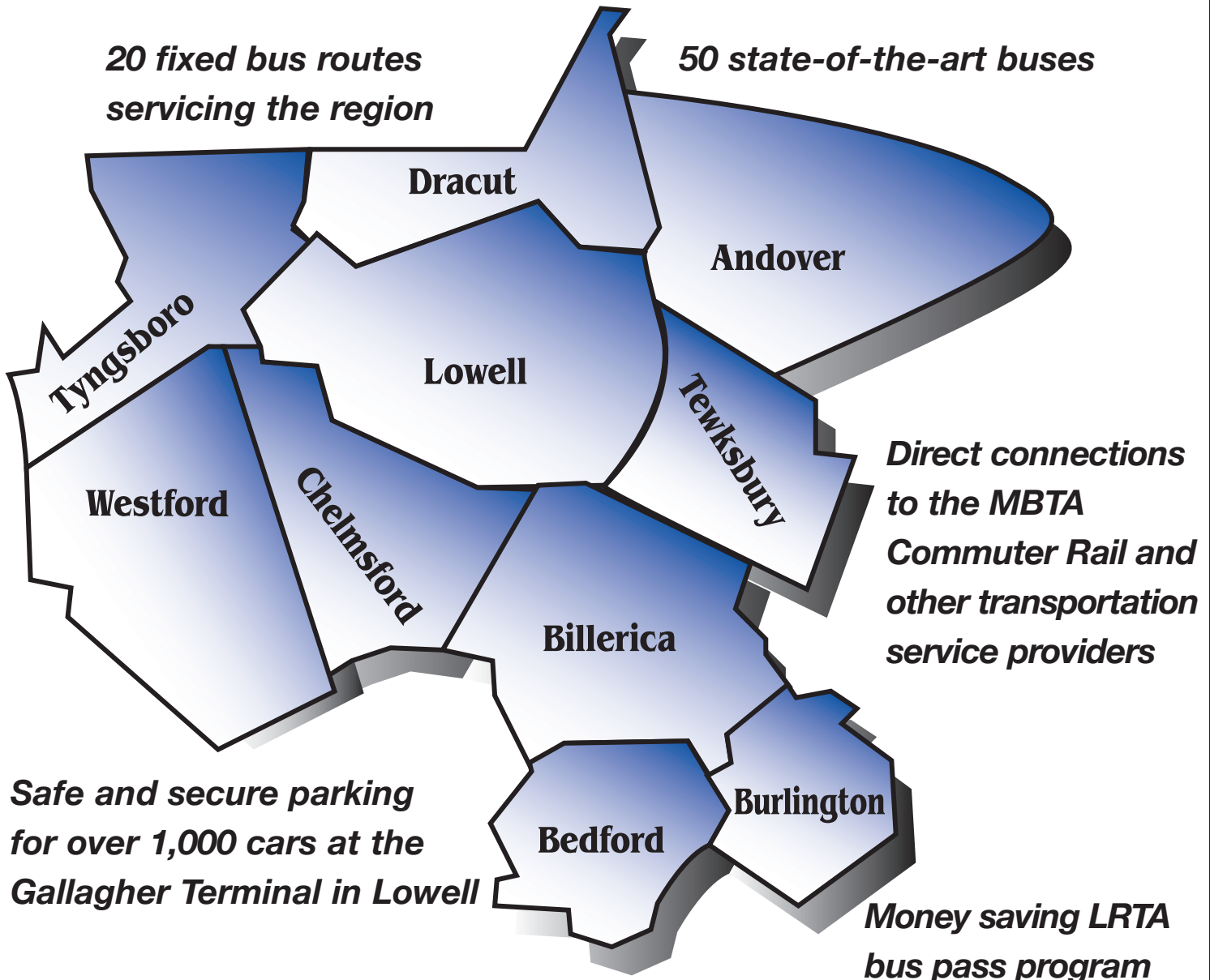
### **LRTA VEHICLE INVENTORY LISTING ROUTE MAP & INFORMATION, SERVICE SCHEDULE & FARE STRUCTURE**



2106	2021	Gillig	Low Floor	15GGE2715M3093977	LRTA504	30	35,000 LBS	11,500 LBS	23,500 LBS	163"	T14-M57
2107	2021	Gillig	Low Floor	15GGE2719M3093978	LRTA505	30	35,000 LBS	11,500 LBS	23,500 LBS	163"	T14-M57
2108	2021	Gillig	Low Floor	15GGE2710M3093979	LRTA507	30	35,000 LBS	11,500 LBS	23,500 LBS	163"	T14-M57
XX XXXXXXXXXXXXXXXXXXXX											
2109	2021	Chevy	4500	1HA6GUB79MN00932	LRTA560			X	X		
2110	2021	Chevy	4500	1HA6GUB76MN001102	LRTA508			X	X		
XX XX XXXXXXXXXXXXXXXXXXXXXXXXXXXX											
2201	2022	Gillig	Low Floor	15GGB3019N3196702	LRTA516	35				235"	TE14
2202	2022	Gillig	Low Floor	15GGB3010N3196703	LRTA515	35				235"	TE14
XX XXXXXXXXXXXXXXXXXXXXXXXXXXXX											
2203	2022	Chevy	4500	1HA6GUB70NN012081	LRTA512			X	X		
2204	2022	Chevy	4500	1HA6GUB74NN012097	LRTA511			X	X		
2205	2022	Chevy	4500	1HA6GUB7XNN012119	LRTA514			X	X		
2206	2022	Chevy	4500	1HA6GUB73NN012138	LRTA518			X	X		

# Get Connected with the LRTA!

The LRTA connects you to the region! Whether you are visiting the area, commuting out of the region, or going to local destinations, the LRTA strives to provide you reliable and safe bus service.



**FOR BUS INFO: 978-452-6161 • [WWW.LRTA.COM](http://WWW.LRTA.COM)**

## WHERE TO GET YOUR RELOADABLE CHARLIECARD AND RENEW YOUR LRTA MONTHLY PASSES

You must be issued a **Reloadable CharlieCard** before you can purchase any LRTA Monthly Passes at these locations:

**LRTA GALLAGHER TERMINAL** (115 Thorndike Street, Lowell)  
All LRTA Monthly Passes can be purchased on the last 5 days of each month until the 18th day of the following month at the following locations:

**TICKET VENDING MACHINE** (INSIDE LOBBY)  
Also Issues Adult CharlieCards.

**RIDER INFORMATION BOOTH** (KENNEDY CENTER)  
Regular Hours: Monday - Friday: 8 AM to 4 PM  
Extended Hours last 2 and first 2 business days of each month:  
Monday - Friday: 6 AM to 6 PM  
Also Issues Adult & Student CharlieCards.  
To Get Your Student CharlieCard bring a valid Student ID or Class Schedule from your school.

**LRTA DISPATCH OFFICE** (100 Hale Street, Lowell)  
Monday - Friday: 7 AM to 7 PM  
Issues Adult & Student CharlieCards.

**LOWELL HIGH SCHOOL CAFETERIA**  
LHS Students can go to the LHS Cafeteria the last and first school day of each month from 10:40 AM to 1:40 PM during the school year. **(YOUR CHARLIECARD IS RELOADABLE)**  
Issues Student CharlieCards and Purchase Student Passes

**LRTA ROAD RUNNER OFFICE** (978-459-0152)  
113 Thorndike Street, Lowell, MA 01852  
(Located next to the Kennedy Center)  
Monday - Friday: 9 AM to Noon  
Issues Senior CharlieCards & CharlieCards for Persons with Disabilities/TAP.  
Monthly Passes cannot be purchased at this location.

### TWO WAYS TO GET YOUR SENIOR CHARLIECARD

- 1) In Person at LRTA Road Runner Office
  - Bring Photo ID that includes Date of Birth (Must be 60+ years)
  - Must Fill Out an Application. Applications are available at the LRTA Road Runner Office or online at LRTA.com

- 2) Mail Your Application to the LRTA Road Runner Office  
113 Thorndike Street, Lowell, MA 01852

### THREE WAYS TO GET YOUR CHARLIECARD FOR PERSONS WITH DISABILITIES/TAP

- 1) In Person at LRTA Road Runner Office
  - First time applicants for the TAP ID, or applicants with expired TAP ID Cards need to fill out an application. Applications are available at the LRTA Road Runner Office or online at LRTA.com
  - The LRTA will process your application within 14 days of receipt.
  - Once approved, you will need to bring a photo ID.

- 2) Apply Online at MBTA.com

- 3) Mail Your Application to the LRTA Road Runner Office  
113 Thorndike Street, Lowell, MA 01852

For More Detailed Info visit [LRTA.com](http://LRTA.com)

### BLIND ACCESS CHARLIECARD

These cards are issued by the MBTA.  
You can apply online or in person for a Blind Access CharlieCard.  
For more info visit  
[www.mbta.com/fares/reduced/blind-access-charliecard](http://www.mbta.com/fares/reduced/blind-access-charliecard)

# LRTA FARE RATES

## BUS FARES

City/Local/Shuttle	Full Fare	\$1.25
	Reduced Fare	\$.60
Suburban	Full Fare	\$1.85
	Reduced Fare	\$.90

## TRANSFERS REQUEST TRANSFER BEFORE PAYING

- Issued on Inbound Routes Only
- Accepted on Outbound Routes Only
- FREE to the Downtown Shuttle Outbound
- FREE from the Downtown Shuttle Inbound to Local Routes

In-Town	Full Fare	\$.25
	Reduced Fare	\$.10
Suburban	Full Fare	\$.50
	Reduced Fare	\$.25

## LRTA MONTHLY PASSES STORED ON YOUR CHARLIECARD

RIDE  
SYSTEMWIDE  
UNLIMITED

ADULT PASS for Adult CharlieCard	\$44
STUDENT PASS for Student CharlieCard	\$25
SENIOR PASS for Senior CharlieCard	\$25
PERSONS WITH DISABILITIES PASS for Persons with Disabilities/TAP CharlieCard	\$25

### CHARLIECARD INFORMATION

Stored Value Minimum First Time Purchase: \$5

## LRTA FARE CATEGORIES

### FULL FARE Persons from 13 to 59 Years of Age

Students: Elementary, Middle and High School students up to and including Grade 12 can purchase an LRTA Monthly Pass at a discounted rate.

Students without the LRTA Monthly Pass pay Full Fare

### REDUCED FARE

Senior Citizens	Persons with Disabilities	Children
60 Years of Age	With Statewide Transportation Access Pass (TAP) or Medicare Card.	6 to 12 Years of Age

Children 5 and Under Ride Free  
Must be accompanied by an adult.

## TO CATCH A BUS...

- 1) USE AN LRTA DESIGNATED BUS STOP

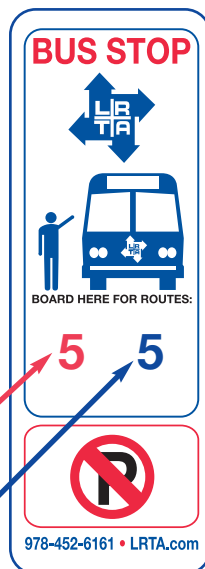
The bus will pick you up and take you to your destination. Please raise your hand to alert driver.

- 2) WAVE YOUR HAND ALONG ANY LRTA BUS ROUTE

Simply wave your hand in order to alert the driver to stop. You need to be at a safe location on the same side of the street as the bus. We encourage you to be at a bus stop.



Outbound  
Inbound



# DAILY BUS SCHEDULES MONDAY - FRIDAY

EFFECTIVE DECEMBER 11, 2023



BUS INFORMATION: 978-452-6161

Service updates and changes  
will be posted on [LRTA.com](http://LRTA.com)

# LRTA DOWNTOWN SHUTTLE



The LRTA offers a Shuttle between  
**DOWNTOWN LOWELL (JOHN & MERRIMACK STREETS)**  
&  
**ROBERT B. KENNEDY BUS TRANSFER CENTER**

Monday - Friday:


5:45 am - 7:00 pm Every 30 minutes

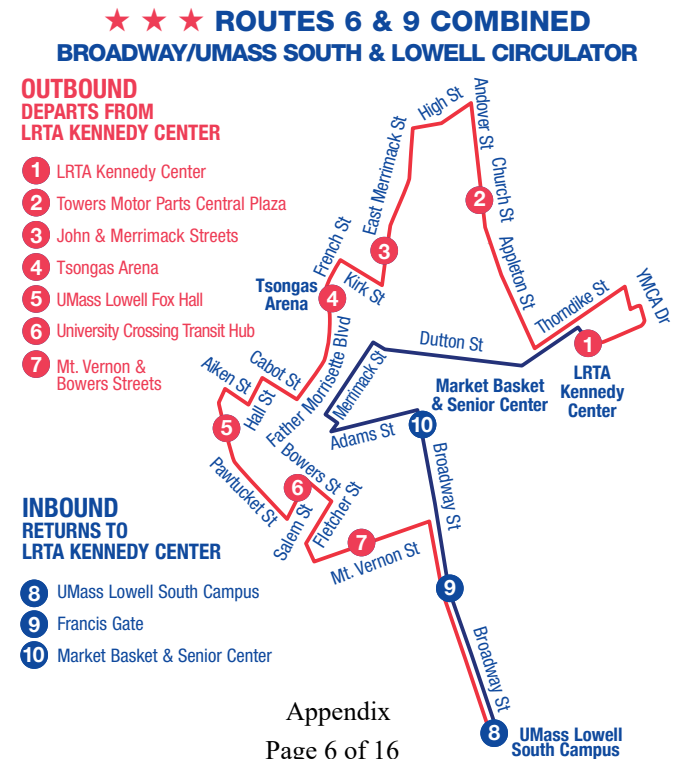
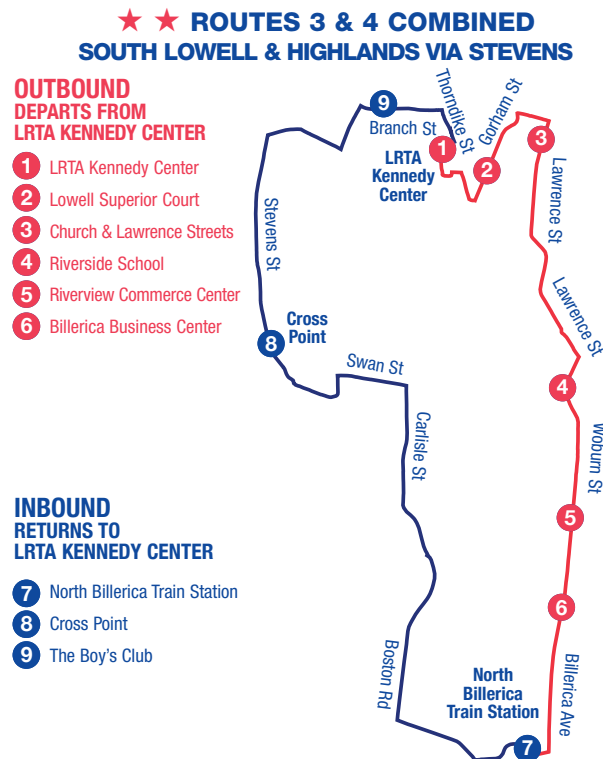
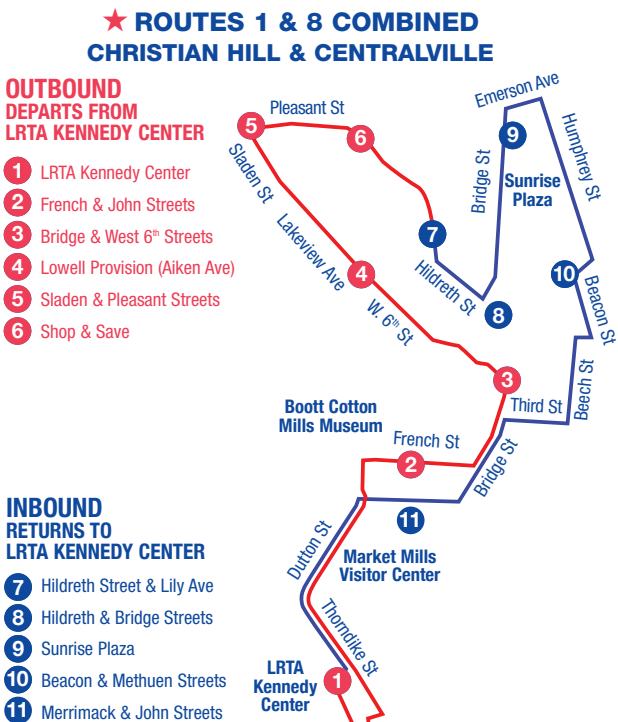
First Shuttle departs Downtown Lowell at 6:00 AM  
Last Shuttle departs Downtown Lowell at 7:00 PM

Saturday: 7:15 am - 7:00 pm Every 30 minutes

First Shuttle departs Downtown Lowell at 7:30 AM  
Last Shuttle departs Downtown Lowell at 7:00 PM



		★ ROUTES 1 & 8 COMBINED INTO ONE ROUTE			★★ ROUTES 3 & 4 COMBINED INTO ONE ROUTE		★★★ ROUTES 6 & 9 COMBINED INTO ONE ROUTE			LRTA MONDAY THROUGH FRIDAY SCHEDULE										
		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	20
		CHRISTIAN HILL	BELVIDERE	SOUTH LOWELL	HIGHLANDS VIA STEVENS	WESTFORD STREET/ DRUM HILL	BROADWAY/ UMASS SOUTH	PAWTUCKETVILLE/ UMASS NORTH	CENTRALVILLE	LOWELL CIRCULATOR	DRACUT/ TYNGSBORO	IRS/ RAYTHEON VIA RTE. 133	TEWKSBURY VIA RTE. 38	BILLERICA VIA EDSON	BURLINGTON MALL/ LAHEY CLINIC	CHELMSFORD/ WESTFORD VIA RTE. 129/110	CHELMSFORD VIA CHELMSFORD STREET	NORTH CHELMSFORD VIA MIDDLESEX	DOWNTOWN SHUTTLE	DOWNTOWN/ KENNEDY CENTER
OUTBOUND	LEAVING KENNEDY CENTER	★ AM 6:00 7:00 8:00 9:00 10:00 11:00	AM 6:15 7:45 8:45 9:45 10:45 11:45	★★ AM 6:00 7:00 8:00 9:00 10:00 11:00	★★ SEE ROUTE 3 FOR TIMES	AM 6:00 7:00 7:45 8:45 9:45 10:45 11:45	★★★ AM 7:00 8:00 9:00 10:00 11:00	AM 6:00 6:45 7:45 8:45 9:45 10:45 11:45	★ SEE ROUTE 1 FOR TIMES	★★★ SEE ROUTE 6 FOR TIMES	AM 6:35 7:35 8:30 9:30 10:30 11:30	AM 6:00 7:00	AM 7:00 8:00 9:00 10:00 11:00	AM 6:30 7:30 8:30 9:30 10:30 11:30	AM 6:00 7:00 8:00 9:00 10:00 11:00	AM 6:45 8:00 9:30 11:00	AM 6:15 C 6:40 C 7:10 8:00 9:00 10:00 11:00	AM 6:20 7:00 8:00 9:00 10:00 11:00	AM 5:45 SERVICE RUNS EVERY 30 MINUTES	AM 7:50 SERVICE RUNS EVERY 20 MINUTES FROM KENNEDY CENTER
		PM 12:00 1:00 2:00 3:00 4:00 5:00 6:00	PM 12:45 1:45 2:40 S,P,1 2:40 S,P,2 2:45 3:45 4:45 5:45 6:45	PM 12:00 1:00 2:00 2:40 S,P,E	BOARD BUS AT BAY A2 2:40 S,P 2:40 S,P	PM 12:45 1:45 2:40 S,P,3 2:40 S,P,4 2:45 3:45 4:45 5:45 R 6:55 R	PM 12:00 1:00 2:00 3:00 4:00 5:00 6:00	PM 12:45 1:45 2:40 S,P,5 2:40 S,P,6 2:45 3:45 4:50 5:50 6:50	BOARD BUS AT BAY A1	BOARD BUS AT BAY B1	PM 12:30 1:30 2:30 3:30 4:30 5:30	PM 3:00 4:00	PM 12:00 1:00 2:00 3:00 4:00 5:00 6:00	PM 12:30 1:30 2:30 3:00 3:30 4:30 5:30	PM 12:00 1:00 2:00 3:00 4:00 5:00 6:00	PM 12:30 2:00 3:30 5:00 6:30	PM 12:00 1:00 2:00 2:40 S,P,E 3:00 4:00 5:00 6:00	PM 12:00 1:00 2:00 2:40 S,P,E 3:00 4:00 5:00 6:00	PM LAST SHUTTLE FROM KENNEDY CENTER DEPARTS 6:45 PM	PM NO SERVICE
INBOUND	TO KENNEDY CENTER	AM 6:20 7:20 8:15 9:15 10:15 11:15	AM 6:50 7:05 S 8:20 9:20 10:20 11:20	AM 6:25 7:20 D 7:25 8:25 9:25 10:25 11:25	SEE ROUTE 3 FOR TIMES 7:15 S	AM 6:20 7:05 S,B,E 7:20 S,B,E 7:20 8:05 9:05 10:05 11:05	AM 7:20 8:20 9:20 10:20 11:20	AM 6:30 7:00 S 7:05 S 7:20 8:20 9:20 10:20 11:20	SEE ROUTE 1 FOR TIMES	SEE ROUTE 6 FOR TIMES	AM 7:20 8:20 9:15 10:15 11:15	AM 6:30 7:30	AM 7:45 8:45 9:45 10:45 11:45	AM 7:10 7:10 S,E 8:10 9:10 10:10 11:10	AM 7:00 8:00 8:55 9:55 10:55 11:55	AM 7:30 8:45 10:15 11:45	AM 6:25 C 6:50 C 7:05 S,E 7:45 8:45 9:45 10:45 11:45	AM 7:00 7:40 I 8:40 9:40 10:40 11:40	AM 6:00 SERVICE RUNS EVERY 30 MINUTES	AM 7:30 SERVICE RUNS EVERY 20 MINUTES FROM ICC (DOWNTOWN)
		PM 12:15 1:15 2:15 3:15 4:15 5:15 6:15	PM 12:20 1:20 2:20 3:20 4:20 5:20 6:20 7:20	PM 12:25 1:25 2:25 3:25 4:25 5:25 6:25	BOARD BUS AT BAY A2	PM 12:05 1:05 2:05 3:05 4:05 5:05 6:15 7:15	PM 12:20 1:20 2:20 3:20 4:20 5:20 6:20	PM 12:20 1:20 2:20 3:20 4:20 5:20 6:25 7:25	BOARD BUS AT BAY A1	BOARD BUS AT BAY B1	PM 12:15 1:15 2:15 3:15 4:15 5:15 6:15	PM 3:30 4:30	PM 12:45 1:45 2:45 3:45 4:45 5:45 6:45	PM 12:10 1:10 2:10 3:10 4:10 5:10 6:10	PM 12:55 1:55 2:55 3:55 4:55 5:55 6:55	PM 1:15 2:45 4:15 5:45 7:15	PM 12:45 1:45 2:45 3:45 4:45 5:45 6:45	PM 12:40 I,W 1:40 2:40 I 3:40 I 4:40 5:40 6:40	PM LAST SHUTTLE FROM DOWNTOWN DEPARTS 7:00 PM	PM NO SERVICE
1 Starts at Andover St./Ends at River Rd. 2 Starts at High St./Ends at Wentworth Ave. 3 Starts at Stevens St./Ends at Technology Drive Lowell		4 Starts at Chelmsford St. & Westford St./Ends at Stevens St. 5 Starts at Woodward Ave./Ends at G Lowell Vokes 6 Starts at University Ave./Ends at McAvine School					B Starts at Princeton Blvd. & Baldwin St. C Starts/Terminates at the Radisson (Does Not Service Meadow Brook Center) D Drop Students at Washington Savings Bank			E Starts/Terminates at Lowell Line I Service on Innovation Academy School Days Only P On School Days Leaves from Paige & Kirk			R No Service to Research Place S Supplemental Service on School Days Only (Does Not Service Kennedy Center)			W Service Wednesday School Days Only				





## WHERE TO GET YOUR RELOADABLE CHARLIECARD AND RENEW YOUR LRTA MONTHLY PASSES

You must be issued a **Reloadable CharlieCard** before you can purchase any LRTA Monthly Passes at these locations:

**LRTA GALLAGHER TERMINAL** (115 Thorndike Street, Lowell)  
All LRTA Monthly Passes can be purchased on the last 5 days of each month until the 18th day of the following month at the following locations:

**TICKET VENDING MACHINE** (INSIDE LOBBY)  
Also Issues Adult CharlieCards.

**RIDER INFORMATION BOOTH** (KENNEDY CENTER)  
Regular Hours: Monday - Friday: 8 AM to 4 PM  
Extended Hours last 2 and first 2 business days of each month:  
Monday - Friday: 6 AM to 6 PM  
Also Issues Adult & Student CharlieCards.  
To Get Your Student CharlieCard bring a valid Student ID or Class Schedule from your school.

**LRTA DISPATCH OFFICE** (100 Hale Street, Lowell)  
Monday - Friday: 7 AM to 7 PM  
Issues Adult & Student CharlieCards.

**LOWELL HIGH SCHOOL CAFETERIA**  
LHS Students can go to the LHS Cafeteria the last and first school day of each month from 10:40 AM to 1:40 PM during the school year. **(YOUR CHARLIECARD IS RELOADABLE)**  
Issues Student CharlieCards and Purchase Student Passes

**LRTA ROAD RUNNER OFFICE** (978-459-0152)  
113 Thorndike Street, Lowell, MA 01852  
(Located next to the Kennedy Center)  
Monday - Friday: 9 AM to Noon  
Issues Senior CharlieCards & CharlieCards for Persons with Disabilities/TAP.  
Monthly Passes cannot be purchased at this location.

### TWO WAYS TO GET YOUR SENIOR CHARLIECARD

- 1) In Person at LRTA Road Runner Office
  - Bring Photo ID that includes Date of Birth (Must be 60+ years)
  - Must Fill Out an Application. Applications are available at the LRTA Road Runner Office or online at LRTA.com

- 2) Mail Your Application to the LRTA Road Runner Office  
113 Thorndike Street, Lowell, MA 01852

### THREE WAYS TO GET YOUR CHARLIECARD FOR PERSONS WITH DISABILITIES/TAP

- 1) In Person at LRTA Road Runner Office
  - First time applicants for the TAP ID, or applicants with expired TAP ID Cards need to fill out an application. Applications are available at the LRTA Road Runner Office or online at LRTA.com
  - The LRTA will process your application within 14 days of receipt.
  - Once approved, you will need to bring a photo ID.

- 2) Apply Online at MBTA.com

- 3) Mail Your Application to the LRTA Road Runner Office  
113 Thorndike Street, Lowell, MA 01852

For More Detailed Info visit [LRTA.com](http://LRTA.com)

### BLIND ACCESS CHARLIECARD

These cards are issued by the MBTA.  
You can apply online or in person for a Blind Access CharlieCard.  
For more info visit  
[www.mbta.com/fares/reduced/blind-access-charliecard](http://www.mbta.com/fares/reduced/blind-access-charliecard)

## LRTA FARE RATES

### BUS FARES

City/Local/Shuttle	Full Fare	\$1.25
	Reduced Fare	\$.60
Suburban	Full Fare	\$1.85
	Reduced Fare	\$.90

### TRANSFERS REQUEST TRANSFER BEFORE PAYING

- Issued on Inbound Routes Only
- Accepted on Outbound Routes Only
- FREE to the Downtown Shuttle Outbound
- FREE from the Downtown Shuttle Inbound to Local Routes

In-Town	Full Fare	\$.25
	Reduced Fare	\$.10
Suburban	Full Fare	\$.50
	Reduced Fare	\$.25

### LRTA MONTHLY PASSES STORED ON YOUR CHARLIECARD

RIDE  
SYSTEMWIDE  
UNLIMITED

ADULT PASS for Adult CharlieCard	\$ 44
STUDENT PASS for Student CharlieCard	\$ 25
SENIOR PASS for Senior CharlieCard	\$ 25
PERSONS WITH DISABILITIES PASS for Persons with Disabilities/TAP CharlieCard	\$ 25
CHARLIECARD INFORMATION Stored Value Minimum First Time Purchase:	\$ 5

## LRTA FARE CATEGORIES

### FULL FARE Persons from 13 to 59 Years of Age

Students: Elementary, Middle and High School students up to and including Grade 12 can purchase an LRTA Monthly Pass at a discounted rate.

Students without the LRTA Monthly Pass pay Full Fare

### REDUCED FARE

Senior Citizens	Persons with Disabilities	Children
60 Years of Age	With Statewide Transportation	6 to 12 Years of Age
or Older with I.D. Access Pass (TAP) or Medicare Card.		

### Children 5 and Under Ride Free

Must be accompanied by an adult.

### TO CATCH A BUS...

- 1) USE AN LRTA DESIGNATED BUS STOP

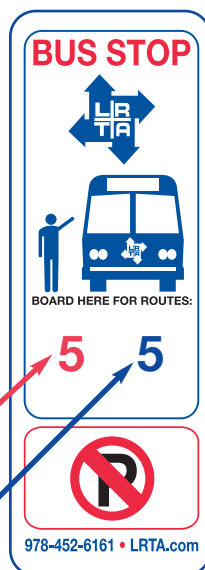
The bus will pick you up and take you to your destination. Please raise your hand to alert driver.

- 2) WAVE YOUR HAND ALONG ANY LRTA BUS ROUTE

Simply wave your hand in order to alert the driver to stop. You need to be at a safe location on the same side of the street as the bus. We encourage you to be at a bus stop.



Outbound  
Inbound



## SATURDAY BUS SCHEDULES

EFFECTIVE DECEMBER 11, 2023



BUS INFORMATION: 978-452-6161

Service updates and changes  
will be posted on [LRTA.com](http://LRTA.com)

## LRTA DOWNTOWN SHUTTLE



The LRTA offers a Shuttle between  
**DOWNTOWN LOWELL (JOHN & MERRIMACK STREETS)**  
&  
**ROBERT B. KENNEDY BUS TRANSFER CENTER**

Monday - Friday:

5:45 am - 7:00 pm Every 30 minutes

First Shuttle departs Downtown Lowell at 6:00 AM  
Last Shuttle departs Downtown Lowell at 7:00 PM

Saturday: 7:15 am - 7:00 pm Every 30 minutes

First Shuttle departs Downtown Lowell at 7:30 AM  
Last Shuttle departs Downtown Lowell at 7:00 PM

		★ ROUTES 1 & 8 COMBINED INTO ONE ROUTE			★★ ROUTES 3 & 4 COMBINED INTO ONE ROUTE			★★★ ROUTES 6 & 9 COMBINED INTO ONE ROUTE			LRTA SATURDAY SCHEDULE									
		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	20
		CHRISTIAN HILL	BELVIDER E	SOUTH LOWELL	HIGHLANDS VIA STEVENS	WESTFORD STREET/ DRUM HILL	BROADWAY / UMASS SOUTH	PAWTUCKETVILLE/ UMASS NORTH	CENTRALVILLE	LOWELL CIRCULATOR	DRACUT/ TYNGSBORO	IRS/ RAYTHEON VIA	TEWKSBURY VIA RTE. 38	BILLERICA VIA EDSON	BURLINGTON MALL/ LAHEY CLINIC	CHELMSFORD/ WESTFORD VIA RTES. 129/110	CHELMSFORD VIA CHELMSFORD STREET	NORTH CHELMSFORD VIA MIDDLESEX	DOWNTOWN SHUTTLE	DOWNTOWN/ KENNEDY CENTER
OUTBOUND	LEAVING KENNEDY CENTER	★ AM 8:00 9:00 10:00 11:00	AM 7:45 8:45 9:45 10:45	★★ AM 8:00 9:00 10:00 11:00	★★ SEE ROUTE 3 FOR TIMES	AM 7:45 R 8:45 R 9:45 R 10:45 R 11:45 R	★★★ AM 8:00 9:00 10:00 11:00	AM 7:45 8:45 9:45 10:45 11:45	★ SEE ROUTE 1 FOR TIMES	★★★ SEE ROUTE 6 FOR TIMES	AM 8:30 9:30 10:30 11:30	RTE. 133  NO SATURDAY SERVICE	AM 7:00 8:00 9:00 10:00 11:00	AM 7:30 8:30 9:30 10:30 11:30	AM 8:00 9:00 10:00 11:00	AM 8:00 9:00 10:00 11:00	AM 8:00 9:00 10:00 11:00	AM 8:00 9:00 10:00 11:00	AM 7:15 EVERY 30 MINUTES	NO SATURDAY SERVICE
		PM 12:00 1:00 2:00 3:00 4:00 5:00	PM 11:45 12:45 1:45 2:45 3:45 4:45 5:45	PM 12:00 1:00 2:00 3:00 4:00 5:00	BOARD BUS AT BAY A2	PM 12:45 R 1:45 R 2:45 R 3:45 R 4:45 R 5:55 R	PM 12:00 1:00 2:00 3:00 4:00 5:00	PM 12:45 1:45 2:45 3:45 4:50 5:50	BOARD BUS AT BAY A1	BOARD BUS AT BAY B1	PM 12:30 1:30 2:30 3:30 4:30 5:30		PM 12:00 1:00 2:00 3:00 4:00 5:00	PM 12:30 1:30 2:30 3:30 4:30	PM 12:00 1:00 2:00 3:00 4:00 5:00	PM 12:30 1:00 2:00 3:00 4:00 5:00	PM 12:00 1:00 2:00 3:00 4:00 5:00	PM 12:00 1:00 2:00 3:00 4:00 5:00	PM LAST SHUTTLE FROM KENNEDY CENTER DEPARTS 6:45 PM	
INBOUND	TO KENNEDY CENTER	AM 8:15 9:15 10:15 11:15	AM 8:20 9:20 10:20 11:20	AM 8:25 9:25 10:25 11:25	SEE ROUTE 3 FOR TIMES	AM 8:05 9:05 10:05 11:05	AM 8:20 9:20 10:20 11:20	AM 8:20 9:20 10:20 11:20	SEE ROUTE 1 FOR TIMES	SEE ROUTE 6 FOR TIMES	AM 9:15 10:15 11:15	NO SATURDAY SERVICE	AM 7:45 8:45 9:45 10:45 11:45	AM 8:10 9:10 10:10 11:10	AM 8:55 9:55 10:55 11:55	AM 8:45 9:45 10:45 11:45	AM 8:45 9:45 10:45 11:45	AM 7:40 8:40 9:40 10:40 11:40	AM 7:30 EVERY 30 MINUTES	NO SATURDAY SERVICE
		PM 12:15 1:15 2:15 3:15 4:15 5:15	PM 12:20 1:20 2:20 3:20 4:20 5:20	PM 12:25 1:25 2:25 3:25 4:25 5:25	BOARD BUS AT BAY A2	PM 12:05 1:05 2:05 3:05 4:05 5:05 6:15	PM 12:20 1:20 2:20 3:20 4:20 5:20 6:25	PM 12:20 1:20 2:20 3:20 4:20 5:20 6:25	BOARD BUS AT BAY A1	BOARD BUS AT BAY B1	PM 12:15 1:15 2:15 3:15 4:15 5:15 6:15		PM 12:45 1:45 2:45 3:45 4:45 5:45	PM 12:10 1:10 2:10 3:10 4:10 5:10	PM 12:55 1:55 2:55 3:55 4:55 5:55	PM 1:15 2:45 4:15 5:45	PM 12:45 1:45 2:45 3:45 4:45 5:45	PM 12:40 1:40 2:40 3:40 4:40 5:40	PM LAST SHUTTLE FROM DOWNTOWN DEPARTS 7:00 PM	

R No Service to Research Place

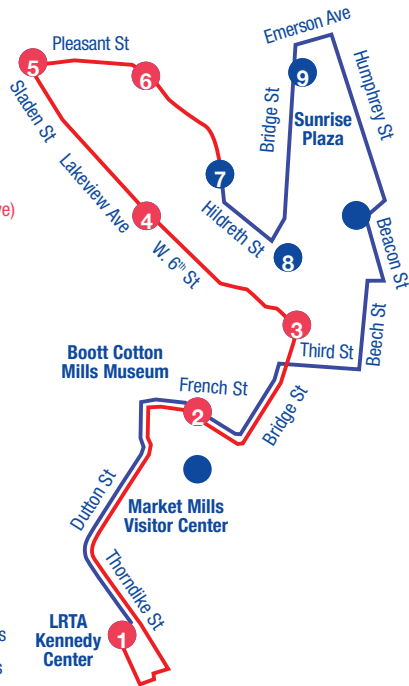
### ★ ROUTES 1 & 8 COMBINED CHRISTIAN HILL & CENTRALVILLE

#### OUTBOUND DEPARTS FROM LRTA KENNEDY CENTER

- 1 LRTA Kennedy Center
- 2 French & John Streets
- 3 Bridge & West 6<sup>th</sup> Streets
- 4 Lowell Provision (Aiken Ave)
- 5 Sladen & Pleasant Streets
- 6 Shop & Save

#### INBOUND RETURNS TO LRTA KENNEDY CENTER

- 7 Hildreth Street & Lily Ave
- 8 Hildreth & Bridge Streets
- 9 Sunrise Plaza
- Beacon & Methuen Streets
- Merrimack & John Streets



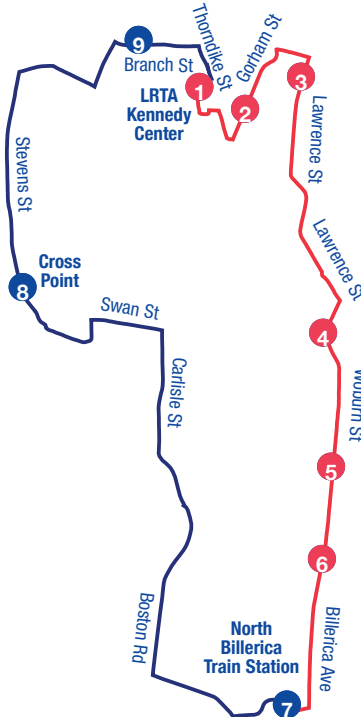
### ★★ ROUTES 3 & 4 COMBINED SOUTH LOWELL & HIGHLANDS VIA STEVENS

#### OUTBOUND DEPARTS FROM LRTA KENNEDY CENTER

- 1 LRTA Kennedy Center
- 2 Lowell Superior Court
- 3 Church & Lawrence Streets
- 4 Riverside School
- 5 Riverview Commerce Center
- 6 Billerica Business Center

#### INBOUND RETURNS TO LRTA KENNEDY CENTER

- 7 North Billerica Train Station
- 8 Cross Point
- 9 The Boy's Club



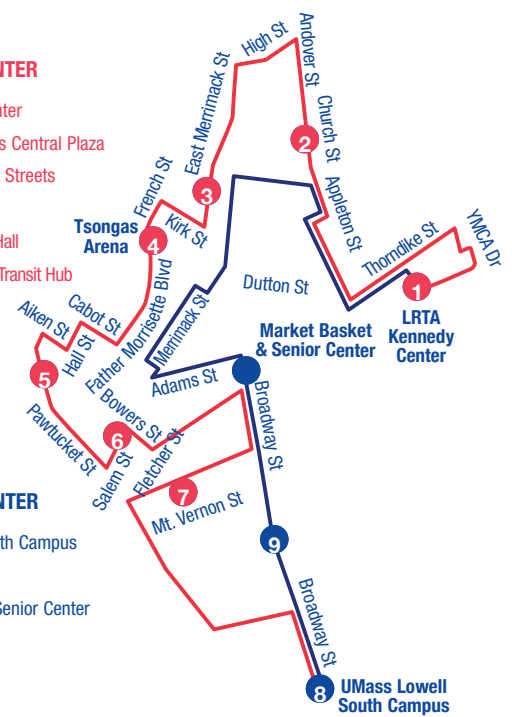
### ★★★ ROUTES 6 & 9 COMBINED BROADWAY/UMASS SOUTH & LOWELL CIRCULATOR

#### OUTBOUND DEPARTS FROM LRTA KENNEDY CENTER

- 1 LRTA Kennedy Center
- 2 Towers Motor Parts Central Plaza
- 3 John & Merrimack Streets
- 4 Tsongas Arena
- 5 UMass Lowell Fox Hall
- 6 University Crossing Transit Hub
- 7 Mt. Vernon & Bowers Streets

#### INBOUND RETURNS TO LRTA KENNEDY CENTER

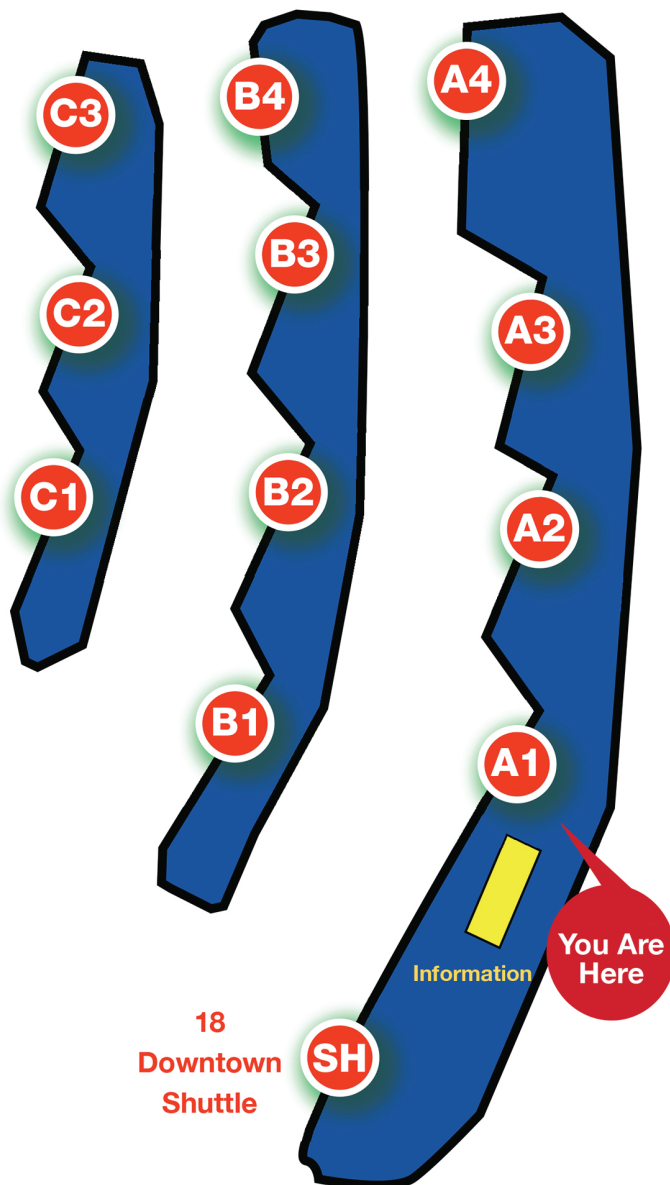
- 8 UMass Lowell South Campus
- 9 Francis Gate
- Market Basket & Senior Center



# PASSENGER BOARDING LOCATIONS

Rte	Name	Monday - Saturday
01	Christian Hill	A1 (1&8)*
02	Belvidere	A1
03	South Lowell	A2 (3&4)*
04	Highlands via Stevens	A2 (3&4)*
05	Westford Street/ Drum Hill	C2
06	Broadway/UMass	B1 (6&9)*
07	Pawtucketville/ UMass Lowell North	A2
08	Centralville	A1 (1&8)*
09	Lowell Circulator	B1 (6&9)*
10	Dracut/Tyngsboro	B3
11	IRS/Raytheon via Rte. 133	B1 No Saturday Service
12	Tewksbury via Rte. 38	B3
13	Billerica via Edson	B4
14	Burlington Mall/ Lahey Clinic	B4
15	Chelmsford/Westford via Rtes.129/110	C2
16	Chelmsford Center via Chelmsford Street	A4
17	North Chelmsford via Middlesex Street	B2
18	Downtown Shuttle	SH
20	Downtown/ Kennedy Center	A3 No Saturday Service
MV	MVRTA to Lawrence	C3

\* These routes are combined into one route

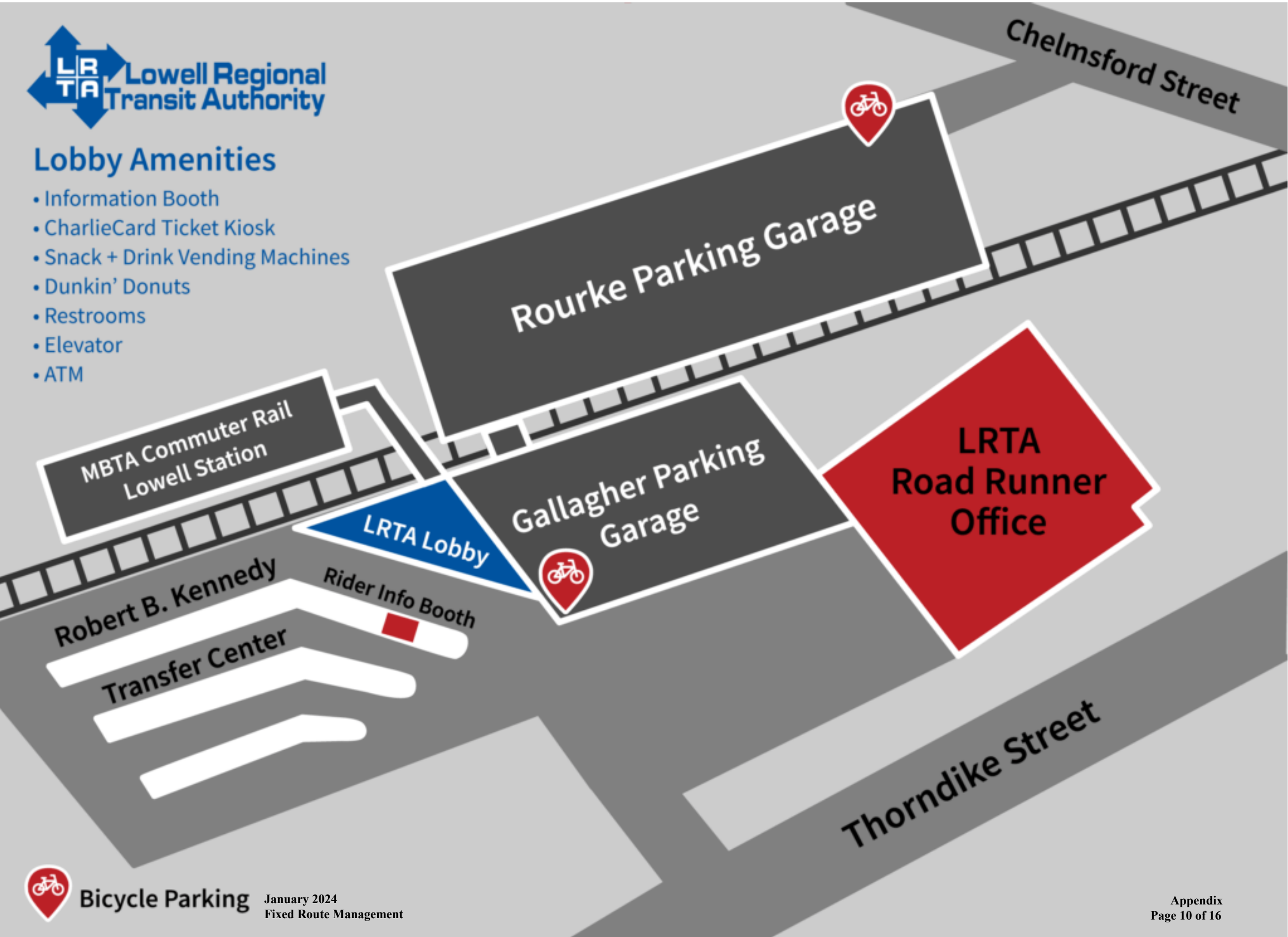


FOR MORE INFO VISIT:  
**WWW.LRTA.COM**



## Lobby Amenities

- Information Booth
- CharlieCard Ticket Kiosk
- Snack + Drink Vending Machines
- Dunkin' Donuts
- Restrooms
- Elevator
- ATM



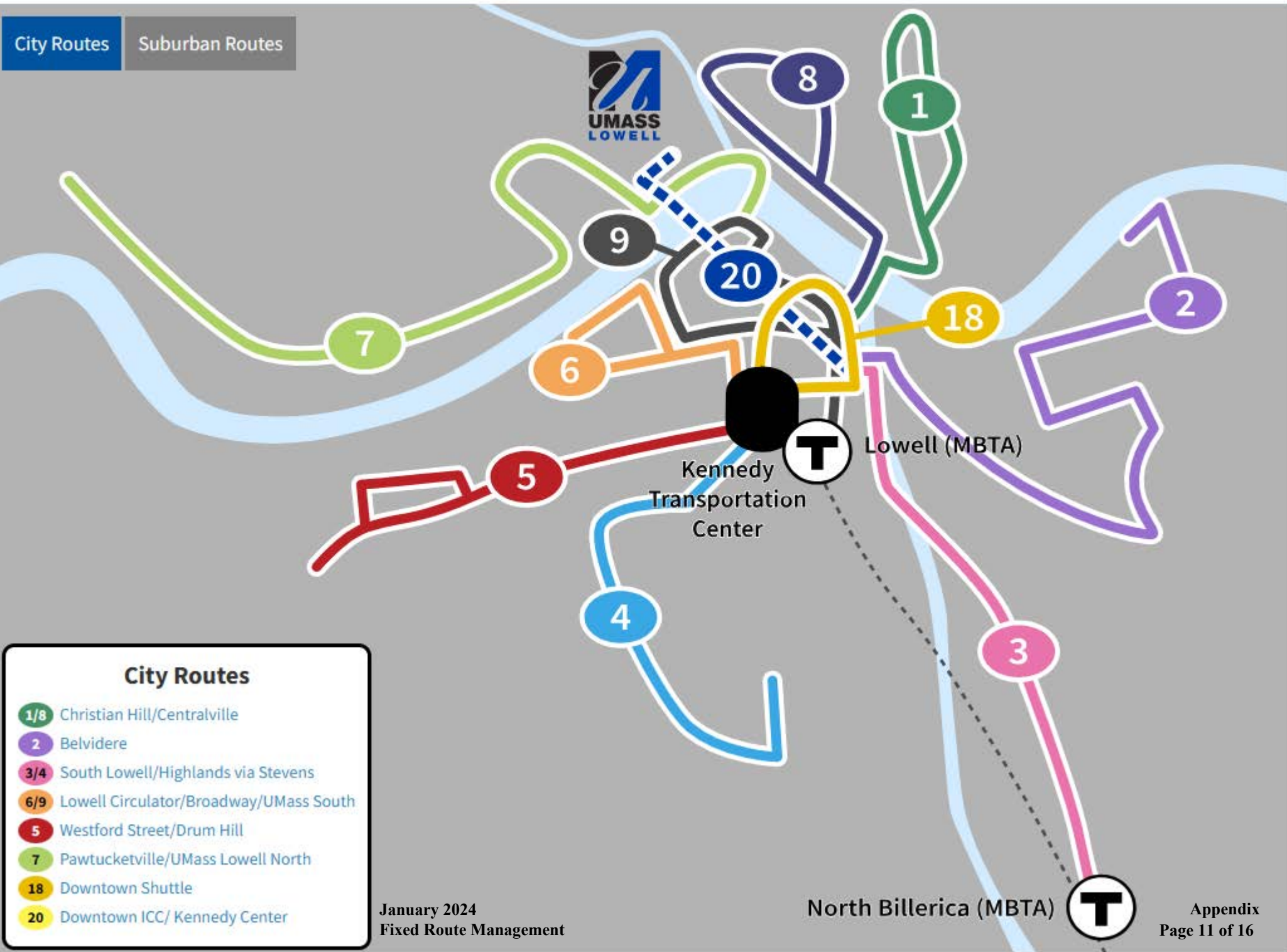
**Bicycle Parking**

January 2024  
Fixed Route Management

# Lowell Regional Transit System Map

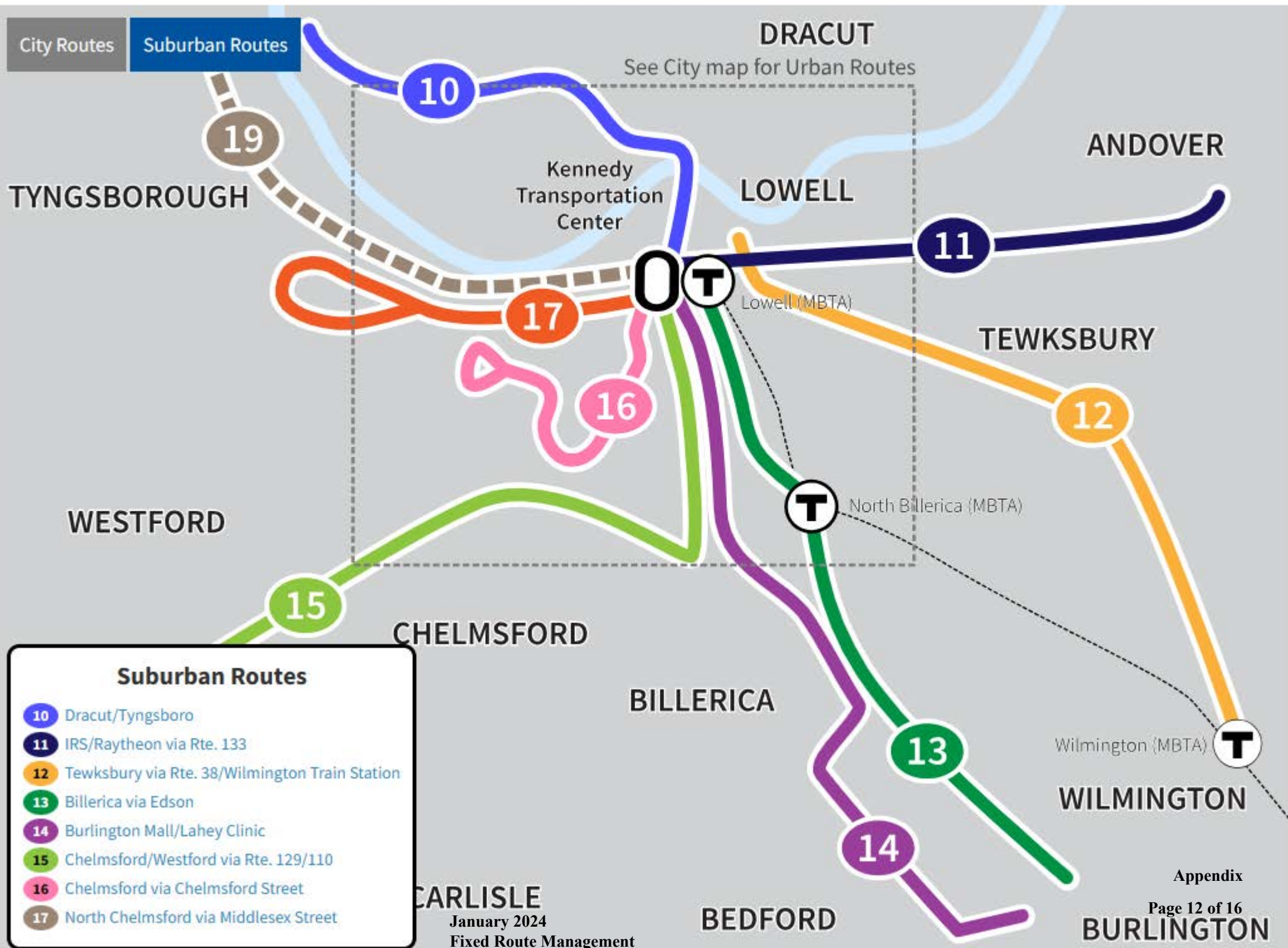
City Routes

Suburban Routes





# Lowell Regional Transit System Map





Gallagher Transportation Center Parking



Entrance to Robert B. Kennedy Bus Transfer Center



ROBERT C. MAGUIRE  
TRANSPORTATION CENTER



Robert C. Maguire Transportation Center



LRTA Ticket booth