



REQUEST FOR PROPOSALS (RFP)
TO PROVIDE MANAGEMENT SERVICES
FOR BOTH FIXED ROUTE AND DEMAND RESPONSE SERVICES

The Greater Attleboro-Taunton Regional Transit Authority (GATRA) is soliciting proposals from qualified contractors to provide management and operation of GATRA's fixed-route public transportation bus service (hereinafter referred to as the "transit system") and demand-response service for the elderly and people with disabilities (hereinafter referred to as the "dial-a-ride system") in several communities. The management firm selected will have to be qualified to do business in the Commonwealth of Massachusetts. The firm will be under contract with GATRA and report directly to the GATRA Administrator and related staff.

The contract between GATRA and the selected management firm will provide for reimbursement of all approved operating costs, plus a management fee.

I. AUTHORITY TRANSIT SERVICES

The Greater Attleboro-Taunton Regional Transit Authority (GATRA) was created pursuant to the provisions of Chapter 161B of the Massachusetts General Laws of the Acts of 1973. The Authority is given general responsibility to develop, finance, and contract for the operation of mass transportation facilities and services within its territory. The territorial area of the Authority consists of the Cities of Attleboro and Taunton, and the Towns of Bellingham, Berkley, Carver, Dighton, Duxbury, Foxborough, Franklin, Hanover, Kingston, Lakeville, Mansfield, Marshfield, Medway, Middleboro, Norfolk, North Attleboro, Norton, Pembroke, Plainville, Plymouth, Raynham, Rehoboth, Scituate, Seekonk, Wareham, and Wrentham.

The day-to-day affairs of the Authority are managed by an Administrator who is appointed by the Advisory Board. The Advisory Board consists of the Mayors of the Cities of Attleboro and Taunton and the Chairman, or their designees, of the Boards of Selectmen of member towns.

GATRA oversees operations of demand response services in all of its twenty eight communities and fixed route bus services in the communities of Attleboro, Bellingham, Duxbury, Foxborough, Franklin, Kingston, Mansfield, Marshfield, Medway, Middleboro, Norfolk, North Attleboro, Norton, Pembroke, Plainville, Plymouth, Raynham, Scituate, Seekonk, Taunton, Wareham, and Wrentham.

All GATRA vehicles are wheelchair accessible and comply with the Americans with Disabilities Act (ADA). GATRA offers a number of services to assist customers in becoming more transportation independent.

II. Minimum RFP Responsiveness Requirements

Any company that does not provide all of the following by the RFP deadline may be determined non-responsive (it is GATRA's sole discretionary determination as to whether a proposal is complete) and may be removed from further consideration.

- A. A minimum of three (3) years of work experience with transit operations.
- B. Submission of all required State and Federal certification forms found in Exhibit 1.
- C. Disadvantaged Business Enterprise (DBE) Participation
While not indicative of a proposer's individual merit (technical excellence, proposer's ability, experience, etc.), GATRA encourages the participation of certified Disadvantaged Business Enterprises (DBE) in its solicitations. Please visit <http://www.sdo.osd.state.ma.us> for a list of certified Disadvantaged Business Enterprises.

III. Scope of Services

GATRA is seeking proposals from qualified companies to provide the daily management services required for the efficient operation of both the fixed route transit and demand response systems detailed below. The selected company will be responsible to maintain all transit equipment, as well as all related facilities under policies, standards, and procedures established by GATRA and consistent with the transit industry in general. The firm will also assist GATRA in capital planning, preparation of technical specifications, bidding specifications, and capital project supervision. Qualified firms must be capable of providing professional management services for all operations listed in Section IV of this Request for Proposals as well as, but not limited, to the following.

- a. Provide a resident General Manager, approved by GATRA, who shall be responsible for the overall operation of the GATRA fixed route and dial-a-ride services. All services rendered by the General Manager shall be reviewed and the monitored by GATRA's Administrator and staff.
- b. Personnel related services consisting of employee hiring, compensation, labor relations, labor contract negotiations, discipline, and grievance administration. FTA mandated programs such as drug and alcohol testing are to be included.

The selected firm shall consider for employment all current employees of Professional Transit Management, Inc., except the general manager. Professional Transit Management, Inc. is the current management company for the services provided in the Attleboro and Taunton region. Presently, there is a labor union contract covering the employees who are represented by the Amalgamated Transit Union (ATU) Local 1547. The selected firm shall be solely responsible for the relationship with ATU Local 1547. The resident General Manager shall review all issues relative to the collective bargaining agreements with the GATRA Administrator prior to commitment to agreements impacting GATRA policies or budget. The selected firm will conduct its business with the ATU Local 1547 in accordance with established labor-management laws and guidelines. The present management company for the Attleboro/Taunton region, Professional Transit Management of Attleboro, Inc. employs 83 people, broken down as follows:

Full Time Fixed Route Drivers	34
Part Time Fixed Route Drivers	1
Full Time Dial-a-Ride Drivers	24
Part Time Dial-a-Ride Drivers	2
Full Time Maintenance Personnel	5
Part Time Maintenance Personnel	4
Full Time Office Personnel	2
Part Time Office Personnel	3
Full Time Managers	8

At this time services in the Plymouth and Wareham areas are operated by two private transportation companies. These companies may choose to continue to employ current staff in these locations and proposers should plan to hire additional personnel for this contract. However, GATRA encourages the selected firm to consider these current employees if they chose to apply.

- c. Responsible for the development of training and safety programs for all personnel in the transit and dial-a-ride systems. Dial-a-ride personnel hired by the Councils on Aging in the communities referenced in this Request for Proposal will also be allowed to participate in the training programs at the GATRA maintenance facility. FTA requirements with Americans with Disabilities Act (ADA) along with the Massachusetts "Right to Know Law" are to be included as well as any pertinent training to ensure a professional transit system.
- d. Supervising and dispatching of transit and dial-a-ride operations; including daily scheduling of dial-a-ride trips, overall system performance, monitoring ridership statistics and route planning.
- e. Service management including timetables, schedule analysis, evaluation of service levels, and participation with GATRA Administrative staff in service development activities.
- f. Customer relations and responding to complaints. Providing transportation information on GATRA telephone numbers for transit and dial-a-ride systems, which includes a TDD line for the hearing impaired. Monitoring calls on Sundays and holidays as required by ADA regulations.
- g. Revenue collection, handling, and security for all transit and dial-a-ride systems, to include distribution, accounting, and management of bus pass sales for both fixed route and demand response.

- h. Financial management including budget preparation and control, cash flow management, disbursements, collections, and payroll. Worker's Comp. Insurance, accident investigation, claims management, and risk management for GATRA transit system and dial-a-ride system.
- i. Management reporting to GATRA and to the state and federal governments. Compliance with FTA regulations, including preparation of NTD reports, administration of DBE/WBE and Title VI procedures and programs, third party contracts, transit asset management, state of good repair, and drug and alcohol testing. Participation in preparing and updating federal programs and requirements such as ADA Plan Updates.
- j. GATRA shall be responsible for insurance coverage on the GATRA owned vehicles utilized to operate the services as described above. However, the selected firm will be expected to have in place other suitable insurance coverage, such as workmen's compensation and general liability for the Contractor to protect itself in the conduct of this contract and for the daily operation of the noted services.
- k. GATRA will provide all paid advertising, printed timetables, marketing and promotion. The selected firm will be work with GATRA to distribute and display these materials.
- l. The contract between GATRA and the selected management firm will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and with all applicable federal laws, rules and regulations.

IV. Operations

- a. Fixed Route Transit- Current bus schedules are available on GATRA's website www.gatra.org.

Taunton - GATRA currently operates seven routes within the Taunton area, including North Dighton and Raynham, with five buses, which operate approximately 275,000 revenue miles per year. Service is provided 6 days per week and carries 201,000 passengers annually. The hours of operation are from 5:45 AM to 7:55 PM, Monday through Friday and 9:00 AM to 6:00 PM on Saturday.

Attleboro to Taunton - GATRA operates one route connecting the Cities of Attleboro and Taunton through the Town of Norton, via Routes 123 & 140. One bus operates approximately 83,341 revenue miles per year. Service is provided in a split fashion from the hours of 5:00 AM to 7:55 PM, Monday through Friday and 7:45 AM to 6:40 PM on Saturday. The route carries approximately 30,500 passengers annually.

Attleboro - GATRA operates seven fixed routes in the Attleboro area. The routes operate into the Towns of North Attleboro, Plainville, Seekonk, and the City of Attleboro. The buses also connect at the Rhode Island/Massachusetts border in Pawtucket. Seven buses operate approximately 360,000 revenue miles per year.

Service is provided 6 days per week and carries 235,000 passengers annually. The hours of operation are from 5:30 AM to 7:20 PM, Monday through Friday and 9:00 AM through 6:00 PM on Saturdays.

Plymouth Area-The PAL and SAIL services operate in the communities of Plymouth, Kingston, Marshfield, and Duxbury. The PAL service operates in the Towns of Plymouth and Kingston and consists of the following four routes: the Freedom, Liberty, Mayflower, and the Manomet/Cedarville Deviated Links. The SAIL service operates between Kingston, Marshfield, and Duxbury. The deviated Manomet/Cedarville route allows passenger within 3/4 mile of the route to call at least two hours ahead and have the bus deviate to their location. The service runs Monday-Friday from the hours of 6:00 am – 7:10 pm and limited Saturday schedule with the hours of 8:25 am – 5:25 pm. These services currently operate approximately 430,000 revenue miles per year using seven vehicles, and average annual ridership of 117,000.

Wareham - The OWL service is operated in the Town of Wareham and surrounding communities. The service consists of four routes and includes an early morning and late afternoon shuttle service from the Wareham area to the Lakeville MBTA train station. In addition to the current bus schedule, there is also a portion of Link 2 that operates as a deviated route once it travels into the Town of Bourne which allows passenger within 3/4 mile of the route to call at least two hours ahead and have the bus deviate to their location. This is noted on the schedule as well. The Wareham service operates Monday-Friday from the hours of 7:55 am – 5:45 pm and has limited Saturday schedule with the hours of 8:55 am – 5:45 pm. The service currently operates approximately 205,000 revenue miles annually using four vehicles, and carries approximately 80,300 passengers per year.

Fares - The cash fares are adults \$1.00; elderly, disabled, and students \$.50; children under 6 years of age are free. There are also a variety of pass programs.

Special Events - There is no definitive schedule for special events, so flexibility by the Company is needed to provide extra service from time to time when necessary.

b. *Dial-A-Ride Service* - Dial-A-Ride is GATRA's demand response service provided to persons residing in its region who are aged 60 or older and persons who are living with a disability. ADA compliant transportation is also offered in where fixed route service is available. The successful proposer would provide the daily operation of these services in the communities of Attleboro, Berkley, Dighton, North Attleboro, Norton, Plainville, Plymouth, Raynham, Rehoboth, Seekonk, Taunton, and Wareham. The successful proposer would also provide ADA compliant transportation in the communities of Duxbury, Kingston, and Marshfield when the Councils on Aging are unable. The transportation program works on an advance call-in basis and is limited at this time to fulfilling local transportation needs. More information can be found on GATRA's website www.gatra.org.

Dial-a-Ride service in the Cities of Taunton and Attleboro, and the Towns of Berkley, Dighton, Raynham, Rehoboth, North Attleboro, Seekonk and Norton is operated with Twenty-eight lift-equipped vans or mini-buses and currently operates 603,000 vehicle revenue miles per year. Service is provided 6 days per week and carries 111,000 passengers annually. The hours of operation are from 6:00 AM to 6:30 PM Monday thru Friday. There is service provided on Saturday on a more limited schedule.

The Wareham service currently operates five lift-equipped vans and minibuses averaging 85,700 revenue miles per year. Service is provided six days a week and carries approximately 20,000 riders per year.

The Plymouth service currently operates six lift-equipped vans and minibuses averaging 160,000 revenue miles per year. Service is provided six days a week and carries approximately 33,000 riders per year.

- c. Vehicle Maintenance – Vehicle maintenance, cleanliness, including preventative maintenance program, general repairs, and rebuilding/rehabilitation programs of all GATRA owned vehicles and/or equipment is the responsibility of the selected firm. Maintenance and preventative maintenance of all equipment located in the bus maintenance facility (to include such items as the powerplant, compressors, bus washer, oil/water separators, underground storage tanks, etc.). Routine maintenance done by employees, as well as outside contract maintenance is to be considered. Maintain all records associated with the facility, including required permits and licenses issued by local, state and federal agencies. All equipment is owned by GATRA.

Purchasing and inventory control for the operation of the maintenance garage facility, the transit system and dial-a-ride system. Procuring contract maintenance for the facility and all equipment at the facility.

The Councils on Aging in the Towns of Bellingham, Carver, Duxbury, Hanover, Kingston, Lakeville, Marshfield, Medway, Middleboro, Pembroke, Plainville, and Scituate operate the dial-a-ride service in their respective communities. Twenty-six lift-equipped vans operate approximately 420,000 vehicle revenue miles per year. Service is provided 5 days per week. The GATRA owned vehicles in use by these communities are currently maintained at the GATRA garage. Spare vehicles from the dial-a-ride fleet are available for the Councils to use when the Council's vehicles are being maintained at the GATRA maintenance facility.

State inspection services for all GATRA owned vehicles will also be the responsibility of the selected firm. GATRA currently owns the equipment to perform these inspections.

- d. Facilities Maintenance – GATRA owns the bus maintenance facility in Taunton where its fleet is maintained and stored. The facility has an administrative area for supervisory personnel and driver personnel. A training room is available and equipped with training aids. The facility contains a total of 53,000 square feet. Another section of this facility is leased to a private transportation company. Most of the space is clearly separated but there is some overlap of space. Coordination between the parties is a necessity for the smooth operation of the entire facility. The management and maintenance of this facility is the responsibility of the proposer. GATRA also owns the Bloom Terminal adjacent to the maintenance facility. The successful proposer will be responsible for the day-to-day oversight of the maintenance of the Terminal building, including daily cleaning, building maintenance issues, and working directly with tenants in dealing with various tenant issues. Cleaning and general maintenance of the Attleboro bus shelter located on Union Street in Attleboro, the Attleboro Intermodal Center located on South Main Street in Attleboro, and Memorial Hall bus shelter located in Plymouth will be the responsibility of the successful proposer as well as several smaller bus shelters throughout the system.

GATRA is actively pursuing options for purchasing or building a maintenance facility in the Plymouth/Wareham region; however, at this time, the successful proposer will need to locate a facility to garage and maintain the vehicles operated in this region. Proposals should identify a facility for garaging and maintenance of the vehicles with a detailed location and an explanation of the capabilities to provide garaging and maintenance at the location. The facility will be inspected by GATRA before final award of a contract has been made.

V. PROPOSAL CONTENT

Each proposal must be submitted fully including the Management response, management fee proposal, and all State and Federal Certifications.

All proposals shall include at a minimum the following:

1. Signed cover letter on official business letterhead to include the following:
 - a. Name of company, address, name of contact person, and phone number.
 - b. Describe the company, including its staff size and location of offices.
 - c. The signature of an official authorized to bind the proposer to all of the RFP's provisions.
2. Narrative description of the important issues involved in the operation of these services. Include enough substantive discussion to demonstrate an understanding and comprehension of GATRA's scope of services and objectives and familiarity with applicable laws, FTA regulations, rules, etc. Also describe the company's experience in providing entities with management of transportation services. Provide any additional

information that may be useful to GATRA in evaluating the qualifications of the company.

3. Describe the transit management philosophy and identify the management tools, procedures, and practices used. As well as any management innovations successfully implemented by the firm.
4. Scope of Services, Approach and Schedule – Describe your approach for assuming operational control and implementing GATRA’s Scope of Services as outlined in this RFP. Describe any optional services that the company may propose to provide. If such optional services are in addition to the fee quotation, indicate the basis for the charges.
5. Identify all operational, maintenance, and customer service performance measures that the firm proposes to use in the management of the transit system. Provide examples of where the firm has used these measures and specific benefits and/or cost savings that may result.
6. Detailed resumes for the proposed general manager as well as any additional management personnel to be provided by the proposer.
7. Provide a complete summary of the management firm’s transit management knowledge, experience, employee training programs, and capability. Submit a statement of the firm’s organizational structure, and technical and general management capabilities. Provide a list of three financial references.
8. Provide a list of at least three clients that may be contacted as references.
9. Provide the names and locations of transit systems previously managed by the firm where the management contract was either not renewed or cancelled within the last three years and provide an explanation for the nonrenewal or cancellation of said contract.
10. A detailed management fee cost for each year of the proposed five year contract to manage the transit and dial-a-ride systems. Management personnel shall be identified, as well as any and all additional fees or charges associated with the fee. For ease in the Authority evaluating the management fee, all fee proposals shall be submitted in the format as detailed in Exhibit 2.

A detailed operating budget will not be required with the submission; this will be discussed during the oral interviews. GATRA will provide all the equipment, facilities, and operating funds necessary for the operation of the transit and dial-a-ride systems. The management firm will be responsible for all costs associated with employment of the resident general manager and other personnel, subcontractors, and/or consultants (if any) necessary for the management of the transit and dial-a-ride service

transportation systems. The firm will also be responsible for all corporate taxes, fees, and administrative expenses of the firm not directly related to the operation of the transit and dial-a-ride systems (as an example, but not limited to, corporate income taxes and the preparation of corporate tax returns).

VI. EVALUATION PROCESS

The proposals will be reviewed by the Authority's selected staff. This panel will review the proposals, participate in any interviews, rank the list of companies and award the contract. The panel may recommend that the Authority negotiate with one or more companies, or that GATRA award a contract to a specific company.

The Authority reserves the right to request additional information from any proposer at any time during the evaluation and selection process.

The proposals will be evaluated using the following criteria:

1. Experience
 - a. Quality, extent and relevance of past and current project-related experience, education and training of proposed management personnel per the specifications contained in the RFP.
 - b. Quality, extent and relevance of past and current relevant experience of the company and proposed management personnel in labor relations and negotiating contracts with the labor union (ATU).
 - c. Quality, extent and relevance of current and prior relevant experience of the company in operating transportation systems.
 - d. Quality, extent and relevance of current and prior relevant experience of the company in transit vehicle maintenance and preventative maintenance planning.
 - e. Quality, extent and relevance of current and prior relevant experience of the company in facilities management and maintenance. As well as experience with the management of a maintenance facility (power plant, equipment, underground storage tanks, etc.)
 - f. Quality, extent and relevance of current and prior relevant experience of the company with FTA and State regulations and reporting requirements, as well as relations with the local political environment.
2. Quality of Proposal
 - a. Degree to which proposal reflects understanding and comprehension of the RFP's scope and objectives.
 - b. Quality of proposer's resources relative to the needs of the project and the RFP's specifications.
3. Scope of Services, Approach and Schedule
 - a. Acceptance of RFP's scope of services; acceptance of alternative scope of service work items.
 - b. Quality and appropriateness of approach for accomplishing objectives; initiative and creativity of proposer.
4. Technical Qualifications of the Company:

- a. General qualifications of management team to operate service.
 - b. Reputation of the company as determined from client reference.
 - c. Experience with applicable Massachusetts transit/public safety/environmental laws and procedures.
 - d. Financial integrity of the company
5. Management Fee Evaluation

All companies submitting proposals must recognize that the fees, terms and provisions of a final agreement with GATRA will be negotiated with the selected company. The selected company's proposal shall form the basis of those negotiations although GATRA reserves the right to negotiate over all aspects of the proposal.

If GATRA is unable to reach an agreement with the selected company, GATRA reserves the right to terminate negotiations and enter into negotiations with the next highest rated company selected.

VII. CONTRACT NEGOTIATIONS

All proposals received from responsive proposers will be evaluated according to the Evaluation Criteria stated above. The Authority may make a selection based on the original proposals and interviews, without negotiation with any proposer.

If, as a result of the evaluation of the proposals, the Authority determines that more than one proposer is within a competitive range, it will negotiate with all proposers within the competitive range - that is, with all proposers that the Authority determines have a reasonable chance of being selected for award based on the professional and technical elements of their proposals and the results of the interviews.

Upon completion of the negotiations, the Administrator will make the final approval. A notice of award will be issued to the successful proposer. All other proposers will be notified of the outcome of the selection process.

VIII. ADMINISTRATIVE SPECIFICATIONS

A. Proposal Submission

Three (3) bound (3-ring binders, with section divider tabs) hard copies of the proposal should be mailed or delivered to:

Francis J. Gay, Administrator
Greater Attleboro-Taunton Regional Transit Authority
10 Oak Street, 2nd Floor
Taunton, MA 02780

prior to 2:00 p.m. on Thursday, September 28, 2017. All proposals must be in a sealed envelope clearly marked "PROPOSAL TO PROVIDE MANAGEMENT SERVICES FOR BOTH

FIXED ROUTE AND DEMAND RESPONSE SERVICES". Proposals received after the above noted deadline will be rejected and returned unopened.

Issuance of the Request for Proposal does not commit the Authority to award a contract, to pay any costs incurred in preparation of the proposal, or to contract for services or supplies. The Authority reserves the right to reject any and all proposals, in whole or in part, to waive any formalities, and to re-advertise or to discontinue this process without prejudice.

Attached to this proposal are the required compliance certifications, forms and regulations. All certifications and required forms must be submitted with each proposal. The certifications and required forms are listed below and are found in Exhibit 1:

- Addendum Page
- Completeness of Proposal
- Statement of Proposer's Qualifications
- Certification Regarding Debarment, Suspension, and other Responsibility Matters
- Non-Collusion Affidavit
- Requirement of Revenue Enforcement and Protection Program, Commonwealth of Massachusetts
- Certification Regarding Lobbying
- Equal Employment Opportunity Certification
- Special Requirements and Conditions
- Implementation of Clean Air Act
- Implementation of Clean Water Act
- Contractor's Certification Child Care Compliance
- Schedule for Participation of Disadvantaged Business Enterprise
- Disadvantaged Business Enterprise Letter of Intent
- DBE Affidavit
- Disadvantaged Business Enterprise Unavailable Certification

B. GATRA's Rights to Proposals

All proposals, upon submission to GATRA, shall become its property for use as deemed appropriate. By submitting a proposal, the proposer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. With regard to the proposals submitted, GATRA has the following rights and prerogatives:

- To accept or reject any or all proposals
- To correct any arithmetic errors in any or all proposals
- To change the proposal's due date upon appropriate notification to all potentially interested companies.
- To eliminate any mandatory RFP specifications that is found to be unmet by all proposers in the evaluation of received proposals
- To adopt any or all of a successful proposer's proposal

- To negotiate modifications to the scope, cost and contract terms and conditions with the selected proposer prior to contract award only if such is in the best interest of GATRA
- To disqualify an proposer from receiving the award if such proposer, or anyone in the proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts
- To revise/amend any provision of this RFP by written notification to all potentially interested companies, prior to proposal submission
- To eliminate any requirement that is found to be unmet by all proposers
- To make inquiries, by means it may choose, into the proposer's background or statements made in the proposal to determine the truth and accuracy of all statements made therein
- To select and award the contract to the proposer whose proposal represents the best value to GATRA
- To begin contract negotiations with the next highest best-value proposer(s) responsive to this RFP (should GATRA determine that the negotiations with the selected proposer will not result in a contract) without again requesting proposals
- To begin contract negotiations with the next highest best-value proposer(s) responsive to this RFP if GATRA terminates the awarded contract resulting from this RFP without again requesting proposals

C. Inquiries and Information

A Pre-Proposal meeting will be held at 10:00 a.m., Thursday, September 7, 2017 at the GATRA Administrative Office located at 10 Oak Street, 2nd Floor, Taunton, MA 02780. It is strongly suggested the Proposers attend the meeting but it is not mandatory.

All questions concerning this solicitation must be directed only to Stacy Forte by email at sforte@gatra.org. The last date to submit questions for this solicitation is 5:00pm, Friday, September 22, 2017. Should a company be unable to communicate via e-mail, all questions must be submitted in writing and mailed or faxed to:

Greater Attleboro Taunton Regional
Transit Authority
10 Oak Street, 2nd Floor
Taunton, MA 02780
Attention: Stacy Forte
Fax: 508-824-3474

D. Protest Procedure

- a. Protests will only be accepted by GATRA from prospective bidders or proposers whose direct economic interest would be affected by the award of the contract or refusal to award a contract. GATRA will consider all such protests, whether

submitted before or after the award of the contract. All protests must be in writing and conform to the following requirements:

- i. Be concise and legally arranged.
 - ii. Provide name, address and telephone number of protestor.
 - iii. Identification of the solicitation or contract number.
 - iv. Provide a clear and detailed statement of the legal and factual grounds of the Protest including copies of all relevant documents.
 - v. A statement as to what relief is requested.
- b. A protest before the Bid/RFP opening addressing the adequacy of the Invitation of Bid, RFPs, including the pre-award procedure, the Instruction to Bidders, general terms and conditions, specifications and scope of work must be filed with GATRA not less than seven (7) full working days before bid opening. Thereafter, all issues and appeals are deemed waived by all interested parties.

Upon receipt of the written protest GATRA will determine if the bid/proposal opening should be postponed. If the bid/proposal opening is postponed, GATRA will immediately contact prime contractors and subcontractors who have been furnished a copy of the specifications that a protest has been filed and the bid/proposal opening is postponed until a final decision is issued. Any appropriate addenda will be issued regarding a rescheduling of the bid opening. Any protest may be withdrawn at any time before GATRA has issued its decision.

- c. A protest of a decision of GATRA to award a contract to a prime contractor or a subcontractor must be received by GATRA within ten (10) full working days of its decision. This protest shall conform to the requirements of A above. Thereafter, such issues are deemed waived by all interested parties.

When a written protest against making of an award is received the award shall not be made until five (5) days after the matter is resolved. GATRA may, however, proceed to make an award if it determined that:

- i. The items to be produced are urgently requested; or
- ii. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- iii. Failure to make a prompt award may otherwise cause undue harm to GATRA, the Commonwealth of Massachusetts, or the Federal Government.

Complete Protest Procedures may be obtained from GATRA, 10 Oak Street 2nd Floor, Taunton, MA 02780, Tele: 508-823-8828, Ext. 222.

EXHIBIT 1

REQUIRED FEDERAL AND STATE REGULATIONS, COMPLIANCE CERTIFICATIONS, AND FORMS

Please note: All Forms and Certifications in this section must be completed and returned with Proposal

REQUIRED FEDERAL REGULATIONS

1. BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless 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 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

2. FLY AMERICA REQUIREMENTS

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

3. CARGO PREFERENCE REQUIREMENTS

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

4. ENERGY CONSERVATION REQUIREMENTS

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.

5. CLEAN WATER REQUIREMENTS

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. The CONTRACTOR agrees to report each violation to GATRA and understands and agrees that GATRA will, in turn, report each violation as required to assure notification to the Federal

Transit Administration (FTA) and the appropriate Environmental Protection Agency Regional Office.

6. ACCESS TO RECORDS

- a. Where GATRA is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36li), the CONTRACTOR agrees to provide GATRA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where GATRA is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 CONTRACTOR agrees to maintain same until GATRA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
Reference 49 CFR 18.39(i)(11).

7. FEDERAL CHANGES (49 CRF Part 18)

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between BUYER and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

8. CLEAN AIR

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. The CONTRACTOR agrees to report each violation to GATRA and understands and agrees that GATRA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

9. RECYCLED PRODUCTS

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

GATRA 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 GATRA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

11. 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 Agreement. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and execution of the underlying contract. 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 certifications, 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. § 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.

12. TERMINATION

Termination for Convenience: GATRA may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Government's best interest. The CONTRACTOR shall be paid its costs associated with work performed up to time of termination. The CONTRACTOR shall promptly submit its termination claim to GATRA to be paid the CONTRACTOR.

Termination for Default (Construction) If the CONTRACTOR refuses or fails to prosecute the work or any separable part, with the diligence that will insure 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 provisions of this contract, GATRA may

terminate this contract for default. GATRA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the Recipient 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 GATRA 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 GATRA in completing the work.

The CONTRACTOR'S right to proceed shall not be terminated nor the CONTRACTOR 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 GATRA, acts of another CONTRACTOR in the performance of a contract with GATRA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the CONTRACTOR, with 10 days from the beginning of any delay, notifies GATRA in writing of the causes of delay. If in the judgment of GATRA, the delay is excusable, the time for completing the work shall be extended. The judgment of GATRA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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 GATRA.

Opportunity to Cure GATRA in its sole discretion may, in the case of a termination for breach of default, allow the CONTRACTOR thirty (30) days 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 GATRA'S satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from GATRA setting forth the nature of said breach or default. GATRA 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 GATRA 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 GATRA elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by GATRA shall not limit GATRA'S remedies for any succeeding breach of that or of any other term, covenant, or condition of 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 GATRA.

13. CIVIL RIGHTS REQUIREMENTS

Nondiscrimination In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and 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, creed, national origin, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity The following equal employment opportunity requirements apply to the underlying contract.

Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. 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. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

Access Requirements for Persons with Disabilities The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The CONTRACTOR also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any

subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which required that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14. BREACHES AND DISPUTE RESOLUTION

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

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 of damage.

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between GATRA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Commonwealth of Massachusetts.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by GATRA or the 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.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Policy: It is the policy of the Department of Transportation that DBEs as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. It is GATRA policy to encourage maximum participation of DBEs in FTA assisted programs and contracts.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any GATRA requests, which would cause GATRA to be in violation of the FTA terms and conditions.

16. NOTIFICATION OF FEDERAL PARTICIPATION

The Federal assistance to be used in this contract is 80% of the total contract amount.

17. METRIC SYSTEM

As required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205 *et seq.* Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to Section 102 (Overtime)

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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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** - GATRA shall upon its own action or upon written request of any 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 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 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 this section.

5. **Payrolls and basic records** - *Payrolls* and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Pursuant to Section 107 9OSHA)

Contract Work Hours and Safety Standards Act - (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii)**Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishings of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis., Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor". The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

19. Copeland Anti-Kickback Act

3.1 of the Copeland Act makes it clear that the purpose of the Act is to assist to “the enforcement of the minimum wage provisions of the Davis-Bacon Act.” In keeping with this intent DOL has included a section on the Copeland Act in the mandatory language of the Davis-Bacon provisions. The language can be found at § 5.5(a)(5) of the Davis-Bacon model clauses and reads as follows:

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

20. DAVIS-BACON ACT

- a. Minimum Wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bond fide fringe benefits under section 1(b)(2) of the David-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraphs (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - c. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer with the 30-day period that additional time is necessary.
 - d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- b. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator,

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Proposal 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 _____

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

Signature

Title

Date

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

COMPLETENESS OF BID/PROPOSAL

I herein certify that I have read and understand all BIDDING/PROPOSAL documents and any amendments submitted by the Greater Attleboro-Taunton 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 GATRA, render this proposal unresponsive and ineligible for further consideration in this process.

Company Signature

Address Name

Title

Telephone # Date

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered. The date given must be clear and comprehensive. This statement must be notarized.

1. Name of 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 proposal 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 GATRA in verification of the recitals comprising this Statement of Proposer's Qualifications.

Signed by: Name and Title

DATE: _____

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY (GATRA)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GATRA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to GATRA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact GATRA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by GATRA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, GATRA may pursue available remedies including suspension and/or debarment.

By _____
Name
_____ Title
_____ Company _____ Date

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn,

deposes and says that he/she is _____

(a partner or officer of the firm of)

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

Signature of:

Name if the proposer/bidder is an individual

Partner if the proposer/bidder is a partnership

Officer if the proposer/bidder is a corporation

SUBSCRIBED AND SWORN TO before me on this the

_____ day of _____ 20____

Signature – Notary Public

My Commission expires _____

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
CERTIFICATE
REQUIREMENT OF REVENUE ENFORCEMENT AND PROTECTION PROGRAM
COMMONWEALTH OF MASSACHUSETTS

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 GATRA 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.

NOTE: Any questions concerning the law or its implementation may be directed to the Massachusetts Department of Revenue, Leverett Saltonstall Bldg., 100 Cambridge Street, Boston, Massachusetts 02204, TELEPHONE: (617) 727-4201.

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 of
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 Dept. 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.C62cs.49a.

GREATER ATTLEBORO-TAUNTON 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 any 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "DISCLOSURE FORM TO REPORT LOBBYING" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$1000 and not more than \$100,000 to reach such failure.

Signature

Title

Date

Organization/Company

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

CERTIFICATE

EQUAL EMPLOYMENT OPPORTUNITY

The _____ certifies that it is
Name: Company, Partnership, or individual

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, handicap or marital status.

Date _____ By _____

Title _____

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
SPECIAL REQUIREMENTS AND CONDITIONS

I herein certify that I have read and comply with all requirements included in this INVITATION FOR BID/REQUEST FOR PROPOSAL. I further understand that any contract arising out of this BID/RFP is subject to assistance from the Federal Transit Administration (FTA) and the Greater Attleboro-Taunton Regional Transit Authority (GATRA). I further understand that any contract arising out of this BID/RFP includes the Advertisement for BIDS/PROPOSALS; the BID/PROPOSAL Document; and the Bidder's/Proposer's responses to the BID/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

SIGNATURE

ADDRESS

NAME

TITLE

TELEPHONE NO.

DATE

CERTIFICATE

IMPLEMENTATION OF CLEAN AIR ACT

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

1. That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L 91-604), Executive Order 11738, and regulations in implementation thereof (40 C.F.R., Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 C.F.R. 15.20.

2. That the Greater Attleboro-Taunton Regional Transit Authority will be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

DATE

COMPANY

SIGNATURE

TITLE

CERTIFICATE

IMPLEMENTATION OF CLEAN WATER REQUIREMENTS

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

1. The Bidder/Proposer 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. The Bidder/Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Bidder/Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date

Company

Signature

Title

MEMO

TO: All Service Providers

FROM: Francis J. Gay, Administrator

DATE: August 13, 1992

SUBJECT: CHAPTER 521 IMPLEMENTATION

Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, seeks to improve the accessibility and affordability of child care for working parents.

To that end, Section 7 of the Acts specifies that, on or after July 1, 1992, no contract for goods or services of any type shall be awarded by the Commonwealth or any state authority to an employer having fifty or more full-time employees unless such employer offers its employees child care tuition assistance, on-site or near site subsidized child care placements or a "Dependent Care Assistance Program (DECAP)" established pursuant to Section 125 or 129 of the Federal Internal Revenue Code. The statute makes an explicit exception for cases of "Special Emergency" certified by the Secretary for Administration and finance to involve the health or safety of persons or property.

The Executive Office of Health and Human Services' Office for Children has promulgated regulation 162 CMR 12.000 which specifies the standards and procedures for compliance with c.521. Attached is a copy of the circular 102 CMR 12.00; MINIMUM STANDARDS FOR CHILD CARE TUITION ASSISTANCE AND ON-SITE OR NEAR SITE SUBSIDIZED CHILD CARE PLACEMENTS and a copy of the SPECIAL EMERGENCY CERTIFICATION.

Please review the enclosed material to determine how your company may be affected. If your company is in compliance with said regulation, please sign the CONTRACTOR'S CERTIFICATION and return it to the Authority along with a copy of what your company offers its employees. If your company feels that it qualifies for special emergency, please complete the certificate and return it to the Authority. A failure to comply with the requirements of c.521 may disqualify your company from doing business with the Authority and/or the Commonwealth of Massachusetts.

**COMMONWEALTH OF MASSACHUSETTS
IMPORTANT NOTICE TO ALL VENDORS AND CONTRACTORS**

Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, seeks to improve the accessibility and affordability of child care for working parents.

Specifically, Section 7 of the Act specifies that, on or after July 1, 1992, no contract for goods or services of any type shall be awarded by the Commonwealth or any state authority to an employer having fifty or more employees unless such employer is a qualified employer, or offers its employees child care tuition assistance, on-site or near-site subsidized child care placements or a "Dependent Care Assistance Program" (DCAP) established pursuant to Section 125 or 129 of the federal Internal Revenue code, except in cases of special emergency certified by the Secretary for Administration and Finance to involve the health or safety of persons or property.

The purpose of this notice is to give all of the Commonwealth's current and prospective vendors and contractors timely notice of the requirements of c. 521.

The Executive Office of Health and Human Services, Office for Children has promulgated regulation 102 CMR 12.00 which specifies the standards and procedures for compliance with c. 521. Note that, for many employers, a DCAP will be the most economical and administratively convenient means of complying with the requirements of c. 521. Indeed, owing to the federal tax treatment of DCAPs, implementation of a DCAP may modestly reduce your overall cost of doing business. We urge you to familiarize yourself with these regulations which are available from the State Bookstore.

A Contractor Certification of Compliance will be incorporated in all Commonwealth contracts for the purchase of goods and services awarded on or after July 1, 1992. Failure to comply with the provisions of c. 521 or to make the required certification may cause your company to be disqualified from doing business with the Commonwealth.

Should you have any questions, please contact your procurement department's contract office or phone Donna Bonigli at the Department of Procurement and General Services (617) 727-7500 ext. 216.

**CONTRACTORS CERTIFICATION
CHILD CARE COMPLIANCE**

_____ (the 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 and Title (Please print or type)

Date

EXHIBIT 2
MANAGEMENT FEE - COST PROPOSAL BREAKDOWN

Year 1 Year 2 Year 3 Year 4 Year 5
 2017-2018 2018-2019 2019-2020 2020-2021 2021-2022

Resident Manager:

Salary					
Benefits					
Statutory					
Pension					
Health/Welfare					

Subtotal

Expenses:

Automobile					
RGM Relocation					
Travel					
Dues & Subscriptions					
Other					

Subtotal

Total Fee