



**REQUEST FOR PROPOSALS (RFP)  
TO PROVIDE LEGAL SERVICES**

The Greater Attleboro-Taunton Regional Transit Authority (GATRA) is seeking to contract with a qualified legal firm (hereinafter called firm) to provide various legal services for GATRA as general counsel starting January 1, 2023 through December 31, 2023 and continuing for up to four additional years. The 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.

**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, Plympton, 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-nine communities and fixed route bus services in the communities of Attleboro, Duxbury, Kingston, Marshfield, Medway, Middleboro, North Attleboro, Norton, Plainville, Plymouth, Raynham, Scituate, Seekonk, Taunton, and Wareham, as well as micro-transit services in the Towns of Franklin, Foxboro, Norfolk, Wrentham, Pembroke and south Plymouth. 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. Contract brokerage services are operated in conjunction with the Department of Developmental Services, Division of Medical Assistance, Department of Public Health, Mass Rehabilitation Commission as well as through private pay. These services are operated by GATRA's regular service providers or through contracted private operators.

GATRA is also involved with capital projects for commuter rail services to Boston and Providence, Rhode Island in conjunction with the Massachusetts Bay Transportation Authority (MBTA). Station facilities are located in Mansfield, Attleboro center, and South Attleboro.

The Authority is the recipient of annual operating and capital grants from the U. S. Department of Transportation, Federal Transit Administration (FTA) and the Commonwealth of Massachusetts Department of Transportation (MassDOT). In addition, it receives funds

pursuant to contracts with several state agencies, including the Massachusetts Division of Medical Assistance, Department of Developmental Services and the Department of Public Health. Current cash needs are satisfied through the issuance of revenue anticipation notes. The Authority's operating budget for the current fiscal year is \$56,346,100. The Authority is also the recipient of periodic capital grants providing up to 80% of the cost of capital facilities, rolling stock and miscellaneous support equipment. The non-grant portion of capital projects is financed from state capital assistance and current operating revenues. GATRA is involved in several projects for the rehabilitation of the Attleboro Commuter Rail Station and is also involved in a project to renovate its Terminal Building at 10 Oak Street, Taunton.

II. Minimum RFP Responsiveness Requirements

Any firm 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. Signed cover letter on official letterhead to include the following:
  - Name of firm, address, name of contact person, and phone number.
  - Description of the firm, including its staff size, location of offices, and years in business. The signature of an official authorized to bind the proposer to all of the RFP's provisions.
- B. Submission of all required State and Federal certification forms found in Exhibit 1.
- C. Detailed Cost Proposal showing rates for all employees that would be working on GATRA's account
- D. Narrative explaining services and work experience as a legal firm. 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. Provide any additional information that may be useful to GATRA in evaluating the qualifications of the firm.
- E. Resumes for the proposed lead Attorney as well as any additional support personnel to be provided by the firm.
- F. Provide a list of at least three clients that may be contacted as references.

III. Scope of Services

The selected attorney or firm shall serve as General Counsel to GATRA and will have general responsibility for overseeing the Authority's legal affairs. The General Counsel will report to the Administrator as an independent contractor and will advise the Advisory Board and GATRA staff on an "as needed" basis.

The General Counsel will review and/or draft contracts, procurement documents, bidding procedures, and other documents arising in the ordinary course of business. The General Counsel shall be familiar with federal and state procurement laws and regulations as well as laws affecting the operation and financing of Regional Transit Authorities. The General Counsel will be responsible for executing grant certifications and other documents requiring the signature of GATRA General Counsel.

The General Counsel will attend meetings at the request of Administrator on an "as needed" basis on specific matters. The attorney will also be required to be available for regular phone conferences as needed.

The General Counsel will be asked to facilitate GATRA's board sub-committee By- Law Review meetings. These meetings are held every three years, usually during daytime hours at various locations throughout the GATRA service area.

The General Counsel will make themselves available for consultation with GATRA staff members on such matters as they may wish to discuss with them. Some examples of consultations included the following:

- assisting GATRA staff in maintaining compliance with federal procurement regulations;
- assisting GATRA staff in developing bid packages, contracts and other documents;
- assisting GATRA staff in resolving protests arising under various bids;
- assisting GATRA staff in resolving conflicts and disagreements between GATRA and private carriers with whom it deals;
- advising GATRA on matters involving compliance with the Americans with Disabilities Act;
- advising GATRA on matters involving compliance with federal and state Civil Rights, DBE and private enterprise participation regulations;
- assisting GATRA staff in drafting of vehicle lease agreements and purchase of transportation service contracts;
- assisting GATRA staff in handling various matters involving property and the management and disposition of.

Guidance and counsel on wide variety of Human Resources policies, procedures, compensation and benefit matters, laws, standards and government regulations. GATRA will be looking for updates that impact employment law as well as assistance with the 45 employees of the organization.

The General Counsel may represent GATRA before the FTA, MassDOT, State Boards and other government agencies.

The amount of time required will vary depending on the projects or services GATRA is providing at the time. The Administrator of GATRA will authorize any and all work to be performed by the firm. Services of the firm and any related paralegal services should be quoted on an hourly basis. GATRA may, at its option, elect to use the services of more than one firm, each being responsible for an area of legal expertise as required. Firms are requested to quote prices on an hourly rate for fiscal year 2023 and four subsequent years.

#### IV. 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. Qualifications and experience of the proposed legal team, with emphasis on the experience of the partner-in-charge.
2. Quality of Proposal
3. Technical Qualifications of the Firm:
  - a. General qualifications of partner-in-charge and proposed team.
  - b. Transit industry experience
  - c. Technical resources available
  - d. Reliability, reputation and stability of the firm
  - e. Staff resources and ability to meet scheduled deadlines
4. Cost Proposal 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 firm. The selected firm'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 firm, GATRA reserves the right to terminate negotiations and enter into negotiations with the next highest rated firm selected.

#### V. 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.

## VI. ADMINISTRATIVE SPECIFICATIONS

### A. Proposal Submission

Proposals should be emailed to Stacy Forte, Director of Administration, ([sforte@gatra.org](mailto:sforte@gatra.org)) and be titled "(Name of Firm) Proposal to Provide Legal Services. The deadline for submissions is 2:00 p.m. Thursday, December 1, 2022. Proposals received after the above noted deadline will not be considered.

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 a 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

All questions concerning this solicitation must be directed only to Stacy Forte by email at [sforte@gatra.org](mailto:sforte@gatra.org). The last date to submit questions for this solicitation is 5:00pm, Monday, November 28, 2022.

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 2<sup>nd</sup> Floor, Taunton, MA 02780, Tele: 508-823-8828, Ext. 273.

## 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. 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.

### **2. 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.

### **3. 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. 18.36(ii), 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).

#### **4. 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.

#### **5. 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.

## **6. 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.

## **7. 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.

## 8. 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.

#### **9. DEBARMENT AND SUSPENSION**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C 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."

#### **10. 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 or 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.

#### **11. LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

#### **12. CLEAN AIR & WATER**

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.”

### **13. 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.

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

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. 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).
  - (a) 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).
  - (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (c) Telecommunications or video surveillance equipment or services produced 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.

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.

See Public Law 115-232, section 889 for additional information.

See also § 200.471.

**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.

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Company \_\_\_\_\_ Signature \_\_\_\_\_

---

Address \_\_\_\_\_ Name \_\_\_\_\_

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\_\_\_\_\_ Title \_\_\_\_\_

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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.

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Signature

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Title

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Date

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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

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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**

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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