

Request for Qualifications & Cost Proposals Issued by:

Greater Attleboro Taunton Regional Transit Authority (GATRA)

**LANDSCAPING SERVICES
P2023-51**

REQUEST FOR QUALIFICATIONS & COST PROPOSALS (RFQ)

I. OVERVIEW

The Greater Attleboro Taunton Regional Transit Authority (GATRA) is seeking to contract with a responsible and qualified contractor to provide labor, materials and equipment required to:

Provide on-call non-routine and routine services for LANDSCAPING SERVICES at its various locations owned and/or operated by GATRA including but not limited to:

**Attleboro Intermodal Transit Center & MBTA Commuter Parking Lot
101 South Main Street
Attleboro, MA**

**Taunton Bus Terminal & Administrative Offices
10 Oak Street
Taunton, MA**

**Taunton Bus Maintenance Facility
2 Oak Street
Taunton, MA**

**East Maintenance Facility
40 Holman Road
Plymouth, MA**

**North Hub
East Street & Holbrook Road
North Attleboro, MA**

The term of the contract is for a period of One Year with the option, at GATRA's discretion, of (4) additional one-year option periods, for a maximum of (5) years.

II. GENERAL INFORMATION ABOUT GATRA

GATRA is a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts established under Chapter 161B of the Massachusetts General Laws.

GATRA is given general responsibility to develop, finance and contract for the operation of mass transportation facilities and services within its territory. The service area of GATRA consists of the following 29 member cities and towns: Attleboro, Bellingham, Berkley, Carver, Dighton, Duxbury, Foxboro, Franklin, Hanover, Kingston, Lakeville, Mansfield, Marshfield, Medway, Middleboro, Norfolk, Norton, No. Attleboro, Pembroke, Plainville, Plymouth, Plympton, Raynham, Rehoboth, Scituate, Seekonk, Taunton, Wareham and Wrentham.

III. INFORMATION FOR PROPOSERS

GATRA, located at 10 Oak Street, Taunton, MA requests submittals from responsible and qualified contractors for **LANDSCAPING SERVICES**. GATRA will not be committed to awarding

any contract, to pay any costs incurred in the preparation of a BID or to procure or contract for services or supplies. GATRA reserves the right to reject any and all BIDS, to re-advertise, to waive any irregularities, to award a contract based on original BIDS without further negotiations, and to make awards in the best interest of GATRA.

The resulting contract is subject to a financial assistance contract between GATRA, Commonwealth of Massachusetts, Department of Transportation (MassDOT), and the Federal Transit Administration (FTA). The performance of this contract is subject to the requirements of U.S. Government Title VI of the Civil Rights Act of 1964 and applicable equal employment requirements. Minority Business Enterprises will be afforded full opportunity to submit proposals and will not be subject to discrimination on the basis of race, color, sex, disability, veteran status or national origin in consideration for an award.

Any contractor whose name appears on the Comptroller General's list of ineligible contractors is not an eligible proposer and will not be considered. All contractors will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

This agreement is subject to any applicable guidelines for project administration issued by the FTA of the DOT of the U.S. Government and the Commonwealth of Massachusetts and all other applicable laws, rules and regulations. GATRA reserves the right to reject any or all BIDS, or part of any BID, if GATRA deems it in its best interest to do so.

IV CRITERIA FOR SELECTION

Quotes and Qualifications will be evaluated in accordance with the following criteria as listed in the order of importance:

1. Technical Approach
2. General Capabilities and Related Work Experience
3. Cost
4. Quality and Responsiveness
5. References

V SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

GATRA is seeking submittals from qualified, licensed and bonded entities to provide detailed LANDSCAPING SERVICES at its various owned and/or operated properties. All work must comply with local, state and federal codes. The successful contractor will be required to sign a contract agreement with GATRA for the period of one year beginning on the date that the contract is signed by both parties with four (4) additional years for a maximum of five (5) years. Listed below are the general requirements and information needed to submit a responsive bid to GATRA

- The Contractor shall provide a quote of their hourly rate. The rate is to remain in effect for the period of July 1, 2023, through June 30, 2024. Regular working hours are 7:30 A.M. to

4:30 P.M. The Contractor shall also provide an overtime hourly rate for non-regular hours of 4:30 P.M. to 7:30 A.M.

- The Contractor must list all other fees that will be charged to the Authority for expenses that are conceded to be the Authority's responsibility. (Travel time, truck/van fee etc.)
- The Contractor shall not mark equipment costs more than 15%. Contractor shall provide copies of equipment purchase receipts upon request.
- The Contractor shall provide assistance to the Facilities Department in evaluating systems for upgrade and/or replacement
- The Contractor shall calculate as part of its bid price and provide the following insurance coverage. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the term of this contract.

Insurance Requirements:

A. Contractors shall provide the Awarding Agency with a certificate or certificates of insurance and shall, during the term hereof, renew and replace any expired certificate, evidencing the insurance of the activities permitted.

1. Commercial General Liability Insurance: Contractor shall insure GATRA. Liability coverage for personal injury, bodily injury and property damage with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate. Umbrella liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00) covering all work performed must be provided. Such insurance shall be written on an occurrence basis (opposed to claims made basis).
2. Workers Compensation Insurance: Insuring all persons employed with the Contractor in connection with any work done on or about the premises with respect to which claims for death or bodily injury could be asserted against GATRA or the premises with limits of liability of not less than those required by Massachusetts General Laws, Chapter 152, as amended. The policy shall contain a clause waiving the right of subrogation in favor of GATRA. All subcontractors shall have similar policies for their employees.
3. Automobile Liability Insurance: Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of contractor that are used in activities described herein.

B. The required insurance coverages herein before specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better, shall be taken out before the work commences and be kept in full force and effect throughout the term of the Contract, shall be primary to an non-contributory to any insurance or self-insurance maintained by GATRA, and shall require that GATRA be given at least 30 days advance written notice in the event of any cancellation or materially adverse change in coverage. All such required insurance shall be written on an occurrence basis for, as opposed to a claims made basis form. GATRA shall be named as an additional insured under the Commercial General Liability, Automobile

Liability, Umbrella Insurance Policies. The Workers Compensation and Employers Liability Insurance Policies shall include a waiver of subrogation claims in favor of GATRA, which precludes these insurers from being able to make any subrogation claims against GATRA. All such insurance as is required shall be provided by or on behalf of all subcontractors to cover their operations performed. The Contractor shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by the subcontractors. Work shall not commence until GATRA has been provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required.

- The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of work.
- Weekly lawncare of facilities to include but not limited to mowing, edging, pruning, weeding
- Spring and Fall cleanup to include but not limited to winter debris removal, new mulch installation, pruning, leaf removal.
- Special projects as needed by the Authority
- The Contractor shall provide certification in writing to the Authority confirming that all employees employed by the contractor have successfully completed ten (10) hours of OSHA training per year.
- The Contractor must provide a copy of their license as well as each employee employed by the Contractor.
- The Contractor shall provide all labor and material necessary to accomplish the repair or service. The Contractor must be willing to make repairs using parts supplied by the Authority when applicable.
- The Contractor must provide twenty-four-hour emergency call service and respond to all calls within (1) one hour.
- The Authority reserves the right to call the next lowest bidder in the event that the awarded contractor cannot provide services in a reasonable amount of time.
- Payments to the Contractor will be made thirty days after the Authority has received an invoice from the Contractor.
- Submittals must be delivered to the Greater Attleboro/Taunton Regional Transit Authority, 10 Oak Street, 2nd Floor, Taunton, MA 02780 by 1:00 p.m. on Friday, June 2, 2023 for the actual bid opening.
- No faxed or emailed bids will be accepted.
- Bids must be in a sealed envelope clearly marked (Request for Qualifications & Cost Proposal - Landscaping Services).

- GATRA reserves the right to reject any or all bids in whole or part if it determines it to be in the best interest of the Authority to do so.

VI. ADMINISTRATIVE REQUIREMENTS

SUBMITTALS, in response to this RFQ, must be submitted to Mr. Jon C. Higgins, Director of Facilities, GATRA, 10 Oak Street, 2nd Floor, Taunton, MA 02780 no later than 1:00 pm, June 2, 2023. Bids shall be submitted in an envelope clearly marked "Request for Qualifications and Costs - LANDSCAPING SERVICES". Bids shall be submitted on the attached BID FORM. Incomplete SUBMITTALS will be rejected. **Requests for clarification of the specifications must be received by GATRA in writing by email to jhiggins@gatra.org or by fax (508)-824-3474 by May 23, 2023.** Bids should include, but not be limited to, the following information:

1. Three references should be included. The references shall be from past contracts and shall include the names and telephone numbers of the references.
2. Identify the proposed fee including materials cost, estimated hours, rates and any additional charges.

GATRA may, at its discretion, have discussions with individual bidders for the purpose of clarifying responses to the solicitation requirements.

VII. AWARD BASIS

GATRA may refer all acceptable submittals to its Legal Counsel for review as to compliance with requirements of this solicitation document and upon the results of said review GATRA will evaluate all acceptable SUBMITTALS in accordance with the following Criteria for Selection:

Award will be made to the responsive and responsible bidder. The YEAR ONE proposed contract price must include all items for YEAR ONE ONLY. GATRA is also seeking proposed contract prices, in the form of "ALTERNATE(S) No. 1 (YEAR TWO)-No. 2 (YEAR THREE)-No. 3 (YEAR FOUR) - No. 4 (YEAR FIVE)", for the purpose of securing Annual Options to Renew the term of the contract after the initial contract term (YEAR ONE). Each listed Option year must include all cost associated with work as specified in these documents. GATRA shall determine at its' sole option, whether it is in its best interest to exercise annual options. Bidders should be aware that option prices cannot be changed once the original contract has been awarded.

GATRA reserves the right to request additional information from any PROPOSER at any time during the evaluation and selection process.

Disadvantaged Business Enterprises will be afforded full opportunity to submit BIDS in response to the request and will not be discriminated against on the grounds of race, color, sex, national origin, or veteran's status in consideration for an award. Further, any contracts entered into with the proposer pursuant to this request will include provisions to assure compliance with applicable civil rights regulations.

If deemed in the best interest of GATRA and if satisfactory to GATRA, the selected company shall be issued a contract. GATRA shall then enter into a contract as expeditiously as possible. Unsuccessful firms will be notified at the earliest practical time that their offer is no longer being considered for award.

Issuance of this Request for Qualifications does not commit GATRA to award a contract, to pay any costs incurred in preparation of the bid, or to contract for services or supplies. GATRA reserves the right to waive any informality to accept or reject any and all proposals. In addition, GATRA reserves the right to reject or rescind any task component within said proposal.

VIII. PROTEST PROCEDURES

- 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:

1. Be concise and legally arranged.
2. Provide the name, address and telephone number of the protestor.
3. Identification of the solicitation or contract number.
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents.
5. A statement as to what relief is requested.

- B. A protest before the RFQ opening addressing the adequacy of the Request for Qualifications and Cost Proposal, 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 the RFQ 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 opening should be postponed. If the bid 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 opening is postponed until a final decision is issued. Any appropriate addenda will be issued regarding a rescheduling of the 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 (5) days after the matter is resolved. GATRA may, however, proceed to make an award if it determined that:

1. The items to be produced are urgently requested, or;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. 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.

EXHIBIT A

REQUIRED FEDERAL AND STATE COMPLIANCE CERTIFICATIONS, FORMS AND REGULATION

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

REQUIRED COMPLAINT CERTIFICATIONS, FORMS AND 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. 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.

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(i), 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 CFR Part 18)

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (15) dated October, 2008) between BUYER and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to comply shall constitute a material breach of this contract.

5. 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.

6. 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.

7. 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, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GATRA to be paid the Contractor. If the Contractor has any property in its possession belonging to GATRA, the Contractor will account for the same, and dispose of it in the manner GATRA directs.

Termination for Default If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, 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. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

8. 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.

9. 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.

10. 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.

14. WAGE RATE REQUIREMENTS

The Contractor is required to pay its employees in accordance with the attached Department of labor Standards, Prevailing Wage Rates (Exhibit C).

15. ACCESS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with 49 U.S.C. §5301(d) which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; 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 individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

16. DEBARMENT AND SUSPENSION

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

- (1) 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).

- (2) 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.

- (3) 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.”

17. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

a. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

18. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

19. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services 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.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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

d) See also § 200.471.

**BUY AMERICA CERTIFICATE
FOR PROCUREMENT OF MANUFACTURED PRODUCTS**

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(l) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323 (j)(l)

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

Date _____

Signature _____

Company _____

Title _____

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 (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 Non-procurement 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

Company

Title

Date

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
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 REQUEST FOR QUALIFICATIONS; 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 _____

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE ORDER 481
CONTRACTOR CERTIFICATION FORM

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____ Date: _____
Contractor Authorizing Signature

Print Name

Title: _____ Telephone: _____

Fax: _____ Email: _____

**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 REQUEST FOR QUALIFICATIONS AND COST PROPOSAL. I further understand that any contract arising out of this RFQ 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 RFQ includes the Advertisement for RFQ; the RFQ Document; and the Bidder's/Proposer's responses to the RFQ. 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

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 a 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 childcare 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 childcare 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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5.9 %. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **GATRA** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Offerors must present the information required above [as a matter of responsiveness] [with initial proposals] (see 49 CFR 26.53(3)).

The successful offeror will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related

to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **GATRA**. In addition, [the contractor may not hold retainage from its subcontractors; is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the GATRA and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

SCHEDULE FOR PARTICIPATION OF DISADVANTAGED
BUSINESS ENTERPRISE
(TO BE ATTACHED TO PROPOSAL)

NAME OF PRIME PROPOSER

Name of Disadvantaged Business	Address	Type of Work and Contract Items or Parts Thereof to be Performed	Projected Start and Finish Date For Work	Agreed Price

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION LETTER OF INTENT

(Name of Prime Respondent)

The undersigned intends to perform work in connection with the above project as (check one):

an individual	DBE	a partnership	a
joint venture			

The Disadvantaged Business status of the undersigned is confirmed

- (A) on the reference list of Disadvantaged Business Enterprises dated _____, or
- (B) on the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project, (Specify in detail particular work items or parts thereof to be performed):

at the following price:

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
-------	-----------------------------	---------------------------

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with GATRA.

Date _____

Name of Disadvantaged Business Enterprise

By

DBE AFFIDAVIT

STATE OF

DATE:

COUNTY OF

S.S.

The undersigned being duly sworn, deposes and says that he/she is the

(sole owner; partner; president; treasurer; or other duly authorized official of a corporation)

of

(Name of DBE)

and certifies that since the date of its certification by

(SOMBA or out-of-state certification agency)

the certification has not been revoked nor has it expired nor has there been any change in the minority status of:

(Name of DBE)

Signature
and Title
of Person
Making
Affidavit

Sworn to before me this

day of

, 19

Notary Public

NOTE: The Bidder must attach the DBEs most recent certification letter or document to this affidavit.

DISADVANTAGED BUSINESS ENTERPRISE UNAVAILABLE
CERTIFICATION

I,

NAME TITLE

of

PRIME BIDDER

, certify that on

DATE

I contacted the following Disadvantaged Business Enterprise to obtain an estimate for work items to be performed on GATRA Contract No.

Disadvantaged Respondent

Work Items Sought

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare an estimate for the following reason(s):

Signature:

Date:

,

was offered an opportunity to respond on above-identified work on

by

Name of Business Enterprise

Date

Source

The above statement is a true and accurate account of why I did not submit an estimate on this project.

Signature of Disadvantaged Business
Enterprise

Title

Date:

Exhibit B - References

Proposers are required to provide a reference list, including at least three (3) installations that are currently active. The references should be of comparable or greater size than GATRA service region.

Provide the following information:

- Transit Authority / Company Name
- Contact name and title
- Address / phone / e-mail
- Description of the company business
- Cost of project installation

EXHIBIT C

Department of Labor

Landscaping consisting of grading of soil and installation of trees, shrubs, grass and other plants on publicly owned grounds are considered construction of public works to which the prevailing wage law applies. 27A Decision, Town of Framingham, July 25, 1995.

CONCLUSION For the foregoing reasons, the employees who will be hired to perform the landscape maintenance services as outlined in the Specifications-will not be engaged in the— construction of public works. II Therefore, the initial determination made by DLI that the work in question is subject to the Commonwealth's prevailing wage requirements is hereby reversed and the wage schedule issued for the Project shall be deemed null and void. Dated: July 25, 1995, DEPT. OF LABOR AND INDUSTRIES By: Bp General Counsel Dept. of Labor and Industries

Bid Form

1. The undersigned proposes to provide on-call, non-routine services for LANDSCAPING SERVICES at various sites owned and/or operated by the Greater Attleboro Taunton Regional Transit Authority at the rates indicated on this Bid Form and is certifying that he/she has submitted this bid in good faith after reviewing all bid documents including Request for Qualifications, Bid Requirements and Sample Contract Agreement.
2. The proposed pricing is:
 - Regular hourly rate 7:30am to 4:30pm Monday through Friday _____
 - Overtime hourly call out rate 4:30pm to 7:30am Monday through Friday _____
 - Saturday/Sunday/Holiday call out hourly rate _____
 - Bucket Truck/Dump Truck/Backhoe-Skid Steer hourly rate _____
 - % Material Markup _____
 - Other fees _____
3. For Alternates submit additional costs in the spaces provided below as follows:

Regular hourly rate/Overtime hourly rate/Saturday, Sunday, Holiday hourly rate

For ALTERNATE(S):

No. 1 (YEAR TWO) \$ _____

No. 2 (YEAR THREE) \$ _____

No. 3 (YEAR FOUR) \$ _____

No. 4 (YEAR FIVE) \$ _____

The undersigned agrees that, if selected as a contractor/vendor will within five days after presentation of a contract by the Authority, Saturday, Sunday or Legal Holiday excluded, execute a contract and furnish certificate of insurance satisfactory to the awarding authority in accordance with the terms and conditions of the bid.

- A. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.
- B. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated there under. As used in the certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.
- C. The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Name of Bidder

By:

Signature + Title of person signing Bid

Business Address

Date:

City and State

Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of general partners if different from business address.

**GREATER ATTLEBORO TAUNTON REGIONAL TRANSIT AUTHORITY
CONTRACT FOR LANDSCAPING SERVICES**

Contract Agreement

Landscaping Contract Document

**Issue Date: July 1, 2023
Bid Due Date: June 2, 2023
Bid Opening: June 2, 2023**

**Greater Attleboro Taunton Regional Transit Authority
10 Oak Street, 2nd floor
Taunton, MA 02780
(508) 823-8828
Fax:(508) 824-3474**

Mary Ellen DeFrias, Administrator

Agreement

This Work for Hire Agreement (this "Agreement") is made effective as of this day
by and between the Greater Attleboro Taunton
Regional Transit Authority (GATRA) of Taunton, MA, 02780 and (Contractor Name as)

In this Agreement, the party who is contracting to receive services shall be referred to as "the Authority", and the party who will be providing the services shall be referred to as "the contractor".

- The Contractor has calculated as part of his/her bid price and will provide the following insurance coverage. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the term of this contract.

Insurance requirements:

Worker's Compensation: Not less than minimum required by
Massachusetts
General Laws, Chapter 152, as amended.

Contractor's Commercial General Liability

- Bodily Injury & \$1,000,000. Each occurrence
- Property Damage \$3,000,000. General aggregate

Vehicle Liability: Not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles of contractor that are used in the activities described herein.

The certificate of insurance must indicate that the GATRA will be notified thirty (30) days prior to the lapse, cancellation and/or change of this coverage

- The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of work.
- Invoices shall be submitted by the last day of the month in which the work was performed. Payment will be made by the last day of the following month of invoice submittal.

- The Contractor shall provide certification showing that all employees employed by the contractor have successfully completed ten (10) hours of OSHA training per year.
- The Contractor must be willing to make repairs using parts supplied by GATRA whenever possible.
- The Contractor has indicated as part of his/her proposal, that the regular hourly rate assessed during the working hours of 7:30 A.M. to 4:30 P.M. is _____ and overtime hourly rate assessed during the hours of 4:30P.M.to 7:30 A.M. is _____.
- The Contractor must provide twenty-four-hour emergency call service and respond to all calls in a reasonable amount of time.
- The Authority reserves the right to call the next lowest bidder in the event that the awarded contractor cannot provide services in a reasonable amount of time.
- Payments to the Contractor will be made thirty days after the Authority has received an invoice from the Contractor.
- The Contractor certifies that he/she has complied with all tax code provisions as required by Massachusetts General Laws chapter 62C, 49A.
- This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.
- The procurement solicitation and contractor response dated June 2, 2023, will be incorporated into this agreement.
- The contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to the Authority. The contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the contractor will return to the Authority all records, notes, documentation and other items that were used, created, or controlled by the contractor during the term of this Agreement.
- The Contractor certifies in writing that:

The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid)

(Name of business)

Greater Attleboro Taunton Regional Transit Authority

By: _____

Administrator
Greater Attleboro Taunton Regional Transit Authority

Contractor

By: _____

