



**REQUEST FOR PROPOSALS (RFP)**  
**To PROVIDE TRANSIT ADVERTISING SALES**

The Greater Attleboro-Taunton Regional Transit Authority (GATRA) is soliciting proposals from qualified firms for the sale of advertising space on revenue vehicles and real property. 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.

The Greater Attleboro-Taunton Regional Transit Authority's (GATRA) selected contractor shall be required to sell, track inventory, and reconcile funds related to advertising sales as needed. The selected contractor shall be responsible for collecting all monies from advertisers and forwarding payment to GATRA. Monthly payment will be accompanied by an inventory list of available advertising space, upcoming advertising contracts, and explanation of overdue or unpaid invoices. The advertising contractor shall comply with the Guidelines Regulating Advertising for the Greater Attleboro Taunton Regional Transit Authority (attached to RFP) .

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.

II. **MINIMUM RFP RESPONSIVENESS REQUIREMENTS**

Any company that does not provide all of the following by the RFP deadline may be determined non-responsive (it is GATRA's sole discretionary determination as to

whether a proposal is complete) and may be removed from further consideration.

- A. Signed cover letter on official business letterhead to include the following:
  - 1. Name of company, address, name of contact person, and phone number.
  - 2. Description of the company, including its staff size, location of offices, and years in business.
  - 3. The signature of an official authorized to bind the proposer to all of the RFP's provisions.
- B. Detailed Proposal to include:
  - 1. Experience and capability of the advertising sales firm to perform the ongoing delivery of advertising sales based on the firm's previous experience with transit authorities
  - 2. Detailed methodology of sales strategy for advertising sales on vehicles and real property
  - 3. Proposed Revenue Split
  - 4. Plan for growing advertising sales for GATRA
- C. List of comparable contracts held within the last five years including client name, length of contract, and, if discontinued, the reason for the contract end.
- D. Submission of all required State and Federal certification forms found in Exhibit 1

### III. SCOPE OF SERVICES

GATRA has an interest in generating revenue through advertising opportunities that exist on revenue vehicles and real property. GATRA's fleet available for advertising consists of as many as 50 fixed route transit buses and 40 demand response vans which are maintained and dispatched from two garages: Taunton and Wareham; vehicles are not transferred between garages during normal operations. Advertising space is available in GATRA's terminals, bus shelters, and other real property with approval from the GATRA Administrator. A list of current shelters is attached as exhibit 3.

Proposers are responsible for the installation and removal of all advertisements and shall be coordinated with the GATRA maintenance manager. Installation and removal shall be conducted in such a way as to not disturb or disrupt the normal operations of GATRA service, property maintenance, or vehicle maintenance. The Proposer should assume that vehicles will not be equipped with advertising frames and are expected to provide mounting equipment at their own expense. Advertising space is available on the exterior and interior of revenue vehicles. GATRA will allow partial tail and interior green displays. Frames will remain on buses, king size frames streetside and tail advertising frames. Direct application will be allowed on a case by case basis. GATRA will reserve 5% of all advertising space for the purpose of displaying public service announcements.

Proposers are notified that if vehicles are damaged in the placement or removal of advertising, OR if any real property or fixtures are damaged in the placement or removal of advertising, the damaged area will be repaired by GATRA at the expense of the proposer. The necessity of repairs will be determined by the GATRA Maintenance manager.

Vehicles in service are assigned to their routes daily at the discretion of GATRA dispatchers

and are generally assigned based on route geometry and historic and anticipated passenger volumes. GATRA makes no guarantee vehicles with advertisements will be consistently or regularly assigned to specific geographic areas in the GATRA service area. Proposer requests for vehicles with advertisements to serve specific routes or geographic areas will not be granted.

#### IV. EVALUATION PROCESS

The proposals will be reviewed by a committee of GATRA staff. They will review the proposals, participate in any interviews if necessary, rank the list of companies and award the contract. 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:

- a. Technical Approach
  - i. Firm's approach to meeting the requirements in this document and achieving GATRA's goals.
  - ii. Plan for growing advertising sales
- b. Experience
  - i. Quality, extent and relevance of past and current project-related experience, as determined by references provided.
  - ii. Quality, extent and relevance of current and prior relevant experience of the firm in overseeing similar contracts.
- c. Quality of Proposal
  - i. Degree to which proposal reflects understanding and comprehension of the RFP's scope and objectives.
  - ii. Quality of proposer's resources relative to the needs of the project and the RFP's specifications.
- d. Proposed Revenue Split
  - i. 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 company, GATRA reserves the right to terminate negotiations and enter into negotiations with the next highest rated company selected.

#### V. CONTRACT NEGOTIATIONS

All proposals received from responsive proposers will be evaluated according to the Evaluation Criteria stated above. The Authority may select 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

Proposals should be emailed to Diana Constantino, Asset Manager, ([dconstantino@gatra.org](mailto:dconstantino@gatra.org)) and be titled “(Name of Firm) Proposal to Provide Transit Advertising Sales. The deadline for submissions is 2:00 p.m. Thursday August 1, 2024. 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 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

#### 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

#### Inquiries and Information

All questions concerning this solicitation must be directed only to Diana Constantino by email at [dconstantino@gatra.org](mailto:dconstantino@gatra.org). The last date to submit questions for this solicitation is 5:00pm, Thursday, July 25, 2024.

#### Protest Procedure

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.

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. 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(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 (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 of damage.

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by GATRA or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **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

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Address

---

Telephone #

---

Signature

---

Printed Name

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Title

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

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  
Identification No.

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

By \_\_\_\_\_ Corporate Officer (If Applicable)

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

\*\*Your Social Security number may be furnished to the Massachusetts Dept. Of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C62cs.49a.

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements

The Undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, renewal, continuation, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "DISCLOSURE FORM TO REPORT LOBBYING" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$1000 and not more than \$100,000 to reach such failure.

_____ Signature	_____ Title
_____ Date	_____ Organization/Company



**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY CERTIFICATE**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Title \_\_\_\_\_

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY SPECIAL REQUIREMENTS  
AND CONDITIONS**

I herein certify that I have read and comply with all requirements included in this INVITATION FOR BID/REQUEST FOR PROPOSAL. I further understand that any contract arising out of this BID/RFP is subject to assistance from the Federal Transit Administration (FTA) and the Greater Attleboro-Taunton Regional Transit Authority (GATRA). I further understand that any contract arising out of this BID/RFP includes the Advertisement for BIDS/PROPOSALS; the BID/PROPOSAL Document; and the Bidder's/Proposer's responses to the BID/RFP. All Massachusetts and FTA Regulations appropriate and pertinent to this type of solicitation whether or not contained in the bid documents will be complied with.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
DATE

# MEMO

TO: All Service Providers

FROM: GATRA

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

## 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)

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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**

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(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): \_\_\_\_\_

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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:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, certify that on \_\_\_\_\_  
PRIME BIDDER 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 2

### Guidelines Regulating Advertising for the Greater Attleboro Taunton Regional Transit Authority

*Adopted July 2023*

#### **Purpose**

Through these Guidelines, the Greater Attleboro Taunton Regional Transit Authority (herein "GATRA") intends to establish uniform, viewpoint-neutral standards for the display of advertising. In setting its advertising standards, GATRA seeks to fulfill the following goals and objectives:

- (a) maximization of revenue generated by advertising;
- (b) maximization of revenue generated by attracting, maintaining, and increasing ridership;
- (c) maintaining the safe and orderly operation of GATRA;
- (d) maintaining a safe and welcoming environment for all GATRA passengers, including minors who travel on or come in contact with GATRA system; and
- (e) avoiding the identification of GATRA or the Commonwealth of Massachusetts with advertisements or the viewpoints of the advertisers.

GATRA reserves the right, at any time, to suspend, modify, or revoke the application of any or all of these Guidelines as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, and to fulfill the goals and objectives referred to herein. All the provisions of these Guidelines shall be deemed severable.

#### **Advertising Program and Administration**

- (a) These guidelines shall apply to advertising on or in all GATRA equipment and facilities (including, but not limited to, land, terminals, stations, garages, yards, shops, structures, revenue vehicles, non-revenue vehicles, fences, equipment, electronic and hard copy media, websites, and other personal property) unless otherwise expressly provided by contract regarding a premise covered by an alcoholic beverages license.
- (b) GATRA shall, from time to time, select an "Advertising Contractor" who shall be responsible for the daily administration of GATRA's advertising program in a manner consistent with these Guidelines and the terms of its agreement with GATRA. The advertising program shall include, but not be limited to, promotion, solicitation, sales, accounting, billing, collections, and posting of advertising displays on or in all GATRA equipment and facilities.
- (c) The Advertising Contractor shall provide, or shall subcontract for, all employees and equipment necessary to perform the work and provide the services required by GATRA.
- (d) GATRA shall designate an employee (typically, the Director of Transit Operations) as its "Contract Administrator" to be the primary contact for the Advertising Contractor. Questions regarding the terms, provisions, and requirements of these Guidelines shall be addressed initially to the Contract Administrator.

### **GATRA Operations and Promotions**

GATRA has the unqualified right to display, on or in its equipment and facilities, advertisements and notices that pertain to GATRA operations and promotions, consistent with the provisions of its agreement with the Advertising Contractor.

### **Disclaimer**

GATRA reserves the right, in all circumstances, to require that an advertisement on or in its equipment and facilities include a disclaimer indicating that it is not sponsored by and does not necessarily reflect the views of GATRA.

### **Advertising Standards**

- a) GATRA intends that its equipment and facilities constitute non-public forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid and unpaid advertising will not be permitted for placement or display on or in GATRA equipment and facilities.
- b) GATRA shall not display or maintain any advertisement that falls within one or more of the following categories:
  - i) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, GATRA will determine whether a reasonably prudent person, knowledgeable of the GATRA's ridership and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.
  - ii) Smoking. The advertisement promotes the sale or use of, or depicts, tobacco or tobacco-related products, products that simulate smoking or are modeled on tobacco products, including but not limited to cigarettes, cigars, and smokeless (e.g. chewing) tobacco and electronic cigarettes.
  - iii) Marijuana. The advertisement promotes the sale, use or cultivation of marijuana or marijuana-related products.
  - iv) Profanity. The advertisement contains profane language.
  - v) Firearms. The advertisement either (a) advertises a firearm or a brand of firearms, (b) contains an image of a firearm in the foreground of the main visual or (c) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement.
  - vi) Violence. The advertisement contains an image or description of graphic violence, including but not limited to (1) the depiction of human or animal bodies, body parts or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.

- vii) Unlawful goods or services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
- viii) Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
- ix) Obscenity or nudity. The advertisement contains obscene material or images of nudity. For purposes of these Guidelines, the terms “obscene” and “nudity” shall have the meanings contained in Massachusetts General Laws ch. 272, §31.<sup>1</sup>
- x) Prurient sexual suggestiveness. The advertisement contains material that describes, depicts or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults in sex. For purposes of these Guidelines, the term “minor” shall have the meaning contained in Massachusetts General Laws ch. 272, §31.<sup>2</sup>
- xi) Political campaign speech. The advertisement contains political campaign speech. For purposes of these Guidelines, the term “political campaign speech” is speech that (1) refers to a specific ballot question, initiative petition, or referendum, (2) promotes or opposes a political party for local, state, or federal election, or (3) promotes or opposes a candidate or group of candidates. For purposes of these Guidelines, the term “candidate” shall include any person actively campaigning for office, any person who has filed their candidacy or declared their intent to run for office, or any person who has been reported in the mainstream media as likely to run for a particular public office.
- xii) Political Issues or Matters of Public Debate. The advertisement concerns political issues or expresses or advocates an opinion, position or viewpoint on a matter of public debate about economic, political, moral, religious or social issues.
- xiii) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by GATRA or the Commonwealth of any service, product or point of view, without prior written authorization of GATRA (through its Administrator) or the Commonwealth (through the Secretary of Transportation).

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<sup>1</sup> Mass. Gen. Laws ch. 272, §31, defines “obscene” as follows: “matter is obscene if taken as a whole it (1) appeals to the prurient interest of the average person applying the contemporary standards of the county where the offense was committed; (2) depicts or describes sexual conduct in a patently offensive way; and (3) lacks serious literary, artistic, political, or scientific value” Mass. Gen. Laws. ch. 272, §31, defines “nudity” as follows: “uncovered or less than opaquely covered human genitals, pubic areas, the human female breast below a point immediately above the top of the areola, or the covered male genitals in a discernibly turgid state. For purposes of this definition, a female breast is considered uncovered if the nipple or areola only are covered.”

<sup>2</sup> Mass. Gen. Laws ch. 272, §31, defines “minor” as “a person under eighteen years of age”.

- xiv) False, misleading, or deceptive commercial speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading or deceptive.
- xv) Libelous speech, copyright infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject GATRA to litigation.
- xvi) "Adult"-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17," video games rated M or AO, adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
- xvii) Alcohol. Advertisements that promote the sale, use, or production of an alcohol product.

GATRA Advertising Manager may delay implementation of any part of this section.

## Exhibit 3

### GATRA Shelter List

All shelters have ad space 72" h x 52" w.

- 1) Attleboro
  - A) BCC – 11 Field Avenue
  - B) Brook Manor – 41 North Street
  - C) Maple Terrace - Rt. 123/ Maple Terrace & Thatcher Street
  - D) Oakhurst/Elderly Housing – Rt. 123/ South Avenue
  - E) Attleboro Crossing – Rt. 152/South Main Street
- 2) North Attleboro
  - A) Triboro Plaza – Rt. 152/55 Robert F Toner Boulevard
  - B) North Hub – East & Holbrook Sts.
- 3) Norton
  - A) Woodland Meadows – 120 West Main Street
- 4) Seekonk
  - A) Benny's Plaza – 17 Central Avenue
- 5) Taunton
  - A) Taunton High School – 50 Williams Street
  - B) Weir – Plain & Water Streets
  - C) Whittenton – 430 Bay Street
- 6) Wareham
  - A) Train Station – 273 Main Street
  - B) Hynes's Field – Onset Ave.



**Fixed Route**

		Frames
6 New Flyer Midi Bus - 30'	Plymouth Area Routes	x
11 Ford E450 Cutaways	Plymouth/Wareham	x
12 Gillig - 30' Low Floor Transit	Attleboro/Taunton	x
8 Gillig - 35' Low Floor Transit Buses	Attleboro/Taunton	x
5 New Flyer Midi Bus - 30'	Attleboro/Taunton	x

**Demand Response**

3 14 passenger Ford E450 cutaways	Franklin/Foxboro/Wrentham/Norfolk
2 14 passenger Ford E450 cutaways	Attleboro/Taunton
1 14 passenger Ford E450 cutaways	Plymouth/Wareham
16 8-12 passenger Ford E350 cutaways	Franklin/Foxboro/Wrentham/Norfolk
15 8-12 passenger Ford E350 cutaways	Plymouth/Wareham
20 8-12 passenger Ford E350 cutaways	Attleboro/Taunton