



REQUEST FOR PROPOSALS (RFP) Transit Vehicle Tire Lease Services

The Greater Attleboro Taunton Regional Transit Authority (GATRA) is seeking to contract with a qualified proposer for the provision of transit vehicle tire lease services for GATRA's fleet of fixed route and demand response (paratransit) vehicles. The Company selected will have to be qualified to do business in the Commonwealth of Massachusetts. The company will be under contract with GATRA and report directly to the GATRA Administrator and staff.

I. AUTHORITY TRANSIT SERVICES

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

II. Minimum RFP Responsiveness Requirements

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

- A. A minimum of three (3) years of work experience with transit vehicle tire lease services.
- B. Submission of all required State and Federal certification forms found in Exhibit 1.

III. Scope of Services:

- A. All tires furnished under this contract shall be of current design, manufacture (production), and will conform with all standards of the Tire and Rim Association of America and the Federal Motor Vehicle Safety Standards for design, operation, and safety
- B. Tires will be of a size and type approved by the coach manufacturer and the model of buses operated by GATRA (hereafter also known as "the Authority").
- C. A summary of GATRA's current tire roster is as follows:

Vehicle Type	Vehicle Quantity	Vehicle Model	Tire Size (Current)	Tire Quantity (Per Vehicle)	Tire Quantity (Total)
Gillig	5	Lowfloor	B275/70R22.5	6	30
Gillig	20	Bus	B315/80R22.5	6	120
Ford	49	E-350 Van	245/75R16	4	196
Ford	54	E-350 & E-450 Van	225/75R16	6	324
Damera	4	E-Jest	225/75R16C	4	16
Ford	4	Transit	235/65R16C	4	16
New Flyer	11	Midi	265/70R19.5	6	66

Note: The above can also be found within Exhibit 2 : Fleet Roster (Tire Detail).

D. Tire Information

General specifications are as follows:

Tire sizes shall be as indicated above and below, or an approved equal

- B315/80R22.5
- B275/70R22.5
- 245/75R16
- 225/75R16
- 225/75R16C
- 235/65R16C
- 265/70R19.5

Tires shall be of high quality, radial tire design suitable for transit operations

- Tires shall be Load Range, as indicated above, 16 ply rating or greater
- Tires shall be radial ply tubeless minimum 65 MPH "Mileage" type

Tires shall be original tread only

- Recapped or re-grooved tires will not be accepted as part of this Scope of Work
- Tires shall be uniquely serialized or identifiable for tracking and reporting purposes

Should GATRA decide to replace a current type of tires with that of another design or construction type, or should GATRA procure or be awarded vehicles requiring tires of another size or type, then applicable rates and adjustments shall be mutually agreed upon between GATRA and the Supplier.

All Proposers shall provide GATRA with written procedures setting forth the proper use, maintenance, and service of the specified tires, which shall include but is not limited to:

- Technical specifications of proposed tires, size, load, pressure, statis radius, revolutions per mile, rim/wheel width, tread depth, mile per hour, etc.
- Tire characteristics related to variety of road surfaces and conditions such as dry and wet.

Tire Testing

GATRA, at its own expense, shall reserve the right to install and test tires of other makes or design for the sole purposes of configuration testing and assessment.

- Testing may occur at any time during the subsequent Contract period
- Testing of tires will be limited to 5% of the total tires in service at the time of testing
- **Note:** Aforementioned threshold is not to include spare stock
- No liability shall pass to the Supplier for tires purchased for testing provided by a Supplier

other than the successful Proposer

Shipment and Locations

All tires furnished under this Contract shall be delivered by the Supplier to GATRA Maintenance Facility, as directed by GATRA, at the Supplier's expense.

GATRA currently operates out of our main Maintenance Facility at:

Taunton Maintenance Facility
2 Oak St
Taunton, MA 02780

The successful Proposer shall provide sufficient new first run tires to meet the ongoing needs of GATRA's operations, as determined by the Authorized Representatives of GATRA, with a minimum of one (1) for every three (3) coaches. As indicated below, tires which are damaged in shipment will be the responsibility of the Supplier.

Tire Safety

All Proposers shall furnish written certification that tires proposed and subsequently furnished under this Contract are in compliance with the Federal, State and Local laws and safety regulations in effect.

Vehicle Acquisitions and Dispositions

GATRA shall, during the term of this Contract, reserve the right to procure or acquire additional or new vehicles of any type, make, or model.

If, during the term of this Contract, GATRA procures vehicles without manufactured-supplied tires, the Supplier shall be notified sixty (60) days prior to delivery of said vehicles so that adequate time is available for the Supplier to provide the size and type of tire. In such instances, the Suppliers tire will be mounted and installed by the Vehicle Manufacturer.

Note: The Supplier shall deliver to all vehicle manufacturers within the continental United States.

Any tires lost, stolen or damaged while in the possession of the vehicle manufacturer, dealer, or seller, or while the vehicle is being delivered, shall be paid for by GATRA. If driven overland, instead of being shipped, the mileage associated with the travel shall be paid for by GATRA by means of following the protocol for mileage reporting and billing in effect at the time of.

When a vehicle is sold or removed from service for any reason, functional tires shall be removed from said vehicle by GATRA and retained for future service. Used tires with 34 of 81 tread depth of 3/32nd or greater, if available, supplied by the Supplier at no charge, will be used for the disposition of vehicles.

If GATRA permanently disposes of all vehicles which use a particular size of tire and which are not used on any remaining vehicles in GATRA's fleet, GATRA shall pay for the used tires in accordance with the above; however, the Supplier shall make every effort to move the unused tires to another location, if available, for the tire size in question.

Damage, Sale, or Purchase of Tires

Upon receipt of delivery, GATRA shall inspect tires for visible defects or damages. Tires with damage determined to have occurred during transit will be reported by GATRA to the Supplier, however, said tires will be the responsibility of the Supplier.

The Supplier shall assume the risk of road damage. The cost for damaged tires shall be included in the rate per tire mile. "Normal damage" shall be defined as partial or total destruction of a tire; including irregular wear, damage, heat damage, curbing, road hazards, or misalignment. Tires that are damaged beyond repair resulting from accident and fire, or have been lost, sold, or purchased shall be paid for by GATRA. Tires furnished under this Contract which are lost, sold, or out-right purchased by GATRA shall be paid for by GATRA by paying for any mileage remaining on the tire at the rate in effect. The remaining mileage shall be prorated by determining the tread rubber remaining multiplied by the contract fixed cost per 32nd of an inch.

When a tire is not available for inspection to apply the above formula due to loss, theft, or complete destruction of tire, GATRA shall reimburse the Supplier a maximum of fifty percent (50%) of the current value of a similar tire, unless the Supplier can provide an auditable accounting of the tire's accurate mileage prior to the loss, theft, or completion destruction.

GATRA agrees to reasonably maintain vehicles' suspension and steering in accordance with the vehicle manufacturer's alignment specifications and keep brakes properly adjusted.

Tires which fail in service, due to defects in material and/or workmanship, will be the responsibility of the Supplier.

Reserve (Spare) Tires

The successful Proposer agrees to keep a readily available, sufficient supply of the applicable tires in order to adequately support and ensure proper tire service on all vehicles operating from each division. GATRA shall provide a safe and suitable area for the storage of spare tires and tires unfit for further service. The determination as to the number of reserve tires to be available at the facility is to be in accordance with accepted practices in the industry, regulatory agency requirements, and to be in concurrence with GATRA or Authorized Representatives of GATRA.

Tires Unfit for Service

GATRA will immediately remove tires from service when determined to be unfit by the Supplier, GATRA, or other related party (i.e. Manufacturer). In such cases, the Supplier will be notified, and the identified tires are to be removed from GATRA property within 30 calendar days of determination of unfitness, in accordance with local, state, and federal laws and regulations.

Tires provided under this Contract that have been rendered unfit for further service are the sole responsibility of the tire manufacturer.

Application

GATRA shall provide wheels, rims, and the rim parts in sizes and types to conform to the approved standards of the Tire and Rim Association of America, Inc. GATRA will also maintain brakes and front-end alignment in accordance with accepted practices in the industry and concurrence with the vehicle Manufacturer guidelines.

Storage

GATRA shall make available a safe, suitable, and enclosed storage space for spare tires, tires unfit

for service, servicing and maintaining tires and wheels and any accessories (including repair materials and valve hardware) or equipment necessary in the performance of this Contract.

Assignment

Neither party shall assign, transfer, convey, sublet, or otherwise dispose of the Supplier's stock or right, title, or interest in or to the same or any part hereof, without prior consent, in writing, of the other party.

Contingencies

The Supplier shall not be considered in default hereunder, if unable to furnish tires because of governmental regulations requiring change in materials or methods used in manufacturing of tires, or for delays in deliveries of tires caused by wars, strikes, lockouts, fires, interruptions of transportation facilities, accidents, or any cause beyond the Supplier's reasonable control. If these delays interfere with the Authority's ability to provide safe bus service, the Authority retains the right to obtain tires needed to maintain service from other sources.

Title of Tires

The Title to all tires furnished shall be and remain at all times in the Supplier's name and upon purchase by GATRA, shall continue to remain in the Supplier's name until it shall have received full payment of all sums due under the terms of the Contract.

Guarantees and Warranties

The Proposer shall warrant to GATRA that the tires to be furnished under this Contract be free from defects in material and workmanship under normal use and service.

Warranties provided by Proposers must be in full compliance with all applicable Federal, State and Local regulations and specifications outlined herein. The Proposer shall provide and clearly state the terms and conditions of the standard warranty and guarantee applicable to the tires furnished under this Contract.

Transition

The successful Proposer may, by agreement with the current vendor, institute a buy-out of the existing tire inventory. GATRA will not be responsible for any buy-out of current tire inventory. The new contract rate must be in effect for every tire on all vehicles within 30 business days of the executed Contract date.

Reporting

GATRA will furnish the Supplier, by the fifteenth (15th) day of each month, a list of all vehicles operated during the previous month, the beginning and end mileage of each vehicle and the number of the Supplier's tires on each vehicle.

Should GATRA lease vehicles that are supplied with the Supplier's tires, the monthly mileage of the associated vehicles will be collected and reported as normal. Prior to returning any leased vehicles, the Supplier's tires will be removed and returned to spare stock. Should GATRA terminate or otherwise lose possession of any of the leased vehicles equipped with the Supplier's tires, GATRA shall pay for each tire (excluding spares) in accordance with Damage, Sale, or Purchase of Tires Section.

Note: At this time, GATRA does not have any leased vehicles.

Rate

Proposers shall provide a fixed tire mile rate, per tire type and size, for the Term of this Contract as further demonstrated and detailed in Exhibit 3 (Price Proposal Form).

Other Information Quality

All Proposers must conform to the final approved specifications. Any conditional or qualified proposals will be rejected. Each Proposer must state in writing, that all proposed materials will meet the specifications in all respects. The product furnished must be of first quality and workmanship must be the best obtainable in the various trades. Any approved equal(s) submitted by Proposers and the responses to each will be included as part of the final approved specifications.

Understanding of Requirements

This refers to the suppliers understanding of the Authority's operating environment, delivery requirements, inventory levels and storage capabilities, fleet composition, etc. In summary, the Supplier must show an understanding of the nature and scope of the services to be supplied.

Supplier Qualifications

This criterion includes the ability of the Supplier to meet the terms of the RFP, especially the delivery constraints and the quality requirements. As part of the submission area, the Proposer shall provide a listing of three (3) current users in the state or adjacent states to be used as references. This listing shall be for comparable operating agencies which utilize the tires being proposed. The listing shall identify an agency contact person, including telephone number.

Availability

The emphasis here is on the Supplier's ability to respond to GATRA's needs. This should include a specification regarding timetables and delivery turnaround

IV. PROPOSAL CONTENT

Each proposal must be submitted fully including the Management response, cost proposal, and all State and Federal Certifications. All proposals shall include at a minimum the following:

1. Signed cover letter on official business letterhead to include the following:
 - a. Name of company, address, name of contact person, and phone number.
 - b. Describe the company, including its staff size and location of offices.
 - c. The signature of an official authorized to bind the proposer to all of the RFP's provisions.
2. Identify the proposed fees and describe all services that you propose to provide within the fee quoted (Proposers must use the provided Price Proposal Form).
3. Provide a complete summary of the Supplier's knowledge, experience, and capability. Identify three (3) companies that the Supplier has current contracts with and list a reference contact for each company. Include phone and e-mail contact information.
4. Provide a complete summary of insurance coverage the Supplier has including general liability and workers compensation.
5. If optional services are proposed in addition to the fee in item 2, indicate the charges for such services on the Price Proposal Form.
6. All required certifications must be signed and submitted with the proposal. See Exhibit 1 (Required Forms and Certifications) for those required.

V. EVALUATION PROCESS

The proposals will be reviewed by the Authority's staff and selected staff from other interested parties. This panel will review the proposals, participate in any interviews, rank the list of companies and award the contract. The panel may recommend that the Authority negotiate with one or more companies, or that GATRA award a contract to a specific company. The Authority reserves the right to request additional information from any proposer at any time during the evaluation and selection process.

The following criteria will be used by GATRA's Evaluation Committee in order to thoroughly and equitably evaluate all proposals that have been deemed responsive. The criteria identified below is listed in the order of importance, as demonstration by the Maximum Points.

Proposer Qualifications

Maximum Points: 40

Proposer's knowledge, experience, and capability with similar Scope of Work – particularly technical experience in performing work of a closely similar nature (i.e. heavy-duty urban transit systems) and experience working with public agencies.

Proposed Fee (Overall Price)

Maximum Points: 40

The overall five (5) year cost calculation based on the estimated annual mileage – and including any associated run-out costs, as applicable – as submitted with Exhibit D (Price Proposal Form).

Note: The Proposer with the lowest overall price will receive the maximum of 40 points. Other Price Proposals Forms will be evaluated based on reasonableness of the total price and competitiveness of this amount with other offers received, adequacy of data in support of figures quoted, and reasonableness of unit price.

Record of Performance (References)

Maximum Points: 10

Professional experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractor; assessment by client references; references with demonstrated success in providing similar services.

Completeness of Response

Maximum Points: 10

Quality, clarity, and thoroughness ("Completeness") of response in accordance with RFP instructions;

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

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

VI. 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.

- A. 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.
- B. 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.

VII. ADMINISTRATIVE SPECIFICATIONS

A. Proposal Submission

Proposals should be emailed to Dee Constantino, Asset Manager, (dconstantino@gatra.org) and be titled “(Name of Firm) Proposal for Transit Vehicle Tire Lease Services. The deadline for submissions is **4:00 p.m. Friday March 6, 2026**. Proposals received after the above noted deadline will not be considered.

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

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

Addendum Page Completeness of Proposal

Statement of Proposer's Qualifications

Certification Regarding Debarment, Suspension, and other Responsibility Matters Non-Collusion Affidavit

Requirement of Revenue Enforcement and Protection Program, Commonwealth of Massachusetts

Certification Regarding Lobbying

Equal Employment Opportunity Certification Special Requirements and Conditions
Implementation of Clean Air Act Implementation of Clean Water Act Contractor's Certification
Child Care Compliance

Additional attachments include Exhibit 2 (Fleet Roster), and Exhibit 3 (Price Proposal Form).

B. GATRA's Rights to Proposals

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

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

C. Inquiries and Information

All questions concerning this solicitation must be directed only to Dee Constantino by email at dconstantino@gatra.org. The last date to submit questions for this solicitation is 2:00 pm, Thursday, February 26, 2026. Should a company be unable to communicate via e-mail, all questions must be submitted in writing and mailed or faxed to:

Greater Attleboro-Taunton Regional Transit Authority
10 Oak Street,
Taunton, MA 02780 Attention: Dee Constantino

D. Protest Procedure

- a. Protests will only be accepted by GATRA from prospective bidders or proposers whose direct economic interest would be affected by the award of the contract or refusal to award a contract. GATRA will consider all such protests, whether submitted before or after the award of the contract. All protests must be in writing and conform to the following requirements:
 - Be concise and legally arranged.
 - Provide name, address and telephone number of protestor.
 - Identification of the solicitation or contract number.
 - Provide a clear and detailed statement of the legal and factual grounds of the Protest including copies of all relevant documents.
 - A statement as to what relief is requested.
- b. A protest before the Bid/RFP opening addressing the adequacy of the Invitation of Bid, RFPs, including the pre-award procedure, the Instruction to Bidders, general terms and conditions, specifications and scope of work must be filed with GATRA not less than seven (7) full working days before bid opening. Thereafter, all issues and appeals are deemed waived by all interested parties.

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

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

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

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

Complete Protest Procedures may be obtained from GATRA, 10 Oak Street 2nd Floor, Taunton, MA 02780, Tele: 508-823-8828, Ext. 273, sforte@gatra.org .

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 CLAUSES

The following clauses of the Federal Transit Administration apply to this purchase order:

- Access To Records and Reports
- Civil Rights and Equal Opportunity
- Energy Conservation
- Federal Changes
- Incorporation Of Federal Transit Administration (FTA) Terms
- No Government Obligation to Third Parties
- Notice to Third Party Participants
- Program Fraud and False or Fraudulent Statements and Related Acts
- Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment
- Safe Operation of Motor Vehicles
- Trafficking in Persons
- Procurement Of Recovered Materials
- Termination
 - *Termination for Convenience (General Provision)*
 - *Termination for Default [Breach or Cause] (General Provision)*
 - *Opportunity to Cure (General Provision)*
 - *Waiver of Remedies for any Breach*
 - *Termination for Convenience (Professional or Transit Service Contracts)*
 - *Termination for Default (Supplies and Service)*
 - *Termination for Default (Transportation Services)*
 - *Termination for Default (Construction)*
 - *Termination for Convenience or Default (Architect and Engineering)*
 - *Termination for Convenience or Default (Cost-Type Contracts)*
- Debarment And Suspension
- Federal Tax Liability & Recent Felony Convictions
- Notification To FTA
- Restrictions on Lobbying
- Contract Work Hours and Safety Standards Act
- Buy America Requirements
- Clean Air Act and Federal Water Pollution Control Act
- Cargo Preference Requirements
- Fly America
- Violation And Breach of Contract

If Contractor is using Subcontractors

- Disadvantaged Business Enterprise (DBE)
- Y. Prompt Payment

If Project is for Construction Activities

- Z. Americans With Disabilities Act (ADA)
- AA. Bond Requirements
- BB. Davis Bacon Act and Copeland Anti-Kickback Act
- CC. Equal Employment Opportunity for Construction Contracts
- DD. Seismic Safety
- EE. Veterans Hiring Preference

A. ACCESS TO RECORDS AND REPORTS

1. **Record Retention:** The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
2. **Retention Period:** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records:** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. **Access to the Sites of Performance:** The Contractor agrees to permit FTA, and its contractors, access to the sites of performance under this contract as reasonably may be required.

B. CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Agency (GATRA) is an Equal Opportunity Employer. As such, GATRA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, GATRA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees

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

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

C. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

D. FEDERAL CHANGES

49 CFR Part 18 Federal Changes - 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 Master Agreement between Purchaser 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.

E. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

F. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency (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 the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

G. NOTICE TO THIRD PARTY PARTICIPANTS

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

Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement (Contract) and parties thereto at any tier.

H. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And US DOT regulations "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

Recipients and subrecipients are prohibited from obligating or expending loans 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).

- 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 2 CFR § 200.471.

J. SAFE OPERATION OF MOTOR VEHICLES

1. Seat Belt Use

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

2. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

K. TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in GATRA's federally funded contract, may not:

1. Engage in severe forms of trafficking in persons during the contract period of time;
2. Procure a commercial sex act during the contract period of time; or
3. Use forced labor in the performance of the contract or any sub-agreements thereunder.

Contracts Exceeding \$10,000

L. PROCUREMENT OF RECOVERED MATERIALS

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

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—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. 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>

M. TERMINATION

1. Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency to be paid to the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

2. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

3. Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

5. Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this

contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

7. Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

8. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes;
- b. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
- c. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

9. Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

10. Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the

termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

Contracts Exceeding \$25,000

N. DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget's "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of **\$25,000** or more and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

As such, the Contractor shall verify that its principals, (defined at 2 C.F.R. § 180.995), affiliates, (defined at 2 C.F.R. § 180.905), and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the Greater Attleboro-Taunton Regional Transit Authority (GATRA). If it is later determined by GATRA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GATRA, the Federal Government may pursue available remedies, including

but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

O. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. The contractor certifies that it:
 - a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.
2. Flow-Down: GATRA agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

P. NOTIFICATION TO FTA

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

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of

potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Contracts Exceeding \$100,000

Q. RESTRICTIONS ON LOBBYING

1. Conditions on Use of Funds:

- a. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c. Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

2. Certification and Disclosure:

GATRA receives federal grants from the FTA and federal subgrants from MassDOT. As such GATRA as an agency is required to file a certification, and a disclosure form (if required), with each federal grant awarded to GATRA that exceeds \$100,000 or more. The requirement to file said certifications and disclosure forms apply to each tier below GATRA. 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. This means that every contractor and subcontractor who bids on a federally funded project with GATRA must abide by these same regulations.

- a. Every contractor and subcontractor must fill out the Lobbying Certification Form for every proposal/bid in excess of \$100,000.
- b. Every contractor and subcontractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- c. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by GATRA. GATRA shall forward all disclosure forms to FTA or MassDOT.
- d. Any certification or disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

R. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

Compliance with the Contract Work Hours and Safety Standards Act:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of

Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Contracts Exceeding \$150,000

S. BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR §184 and §200.322 "Domestic preferences for procurements," which provide that Federal funds may not be obligated unless all steel, iron, manufactured products, construction materials, and Section 70917(c) materials used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

1. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless.

- a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at/before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

2. Waivers:

When necessary, GATRA may apply to FTA for a waiver from these requirements. Requests for a waiver may only be granted under the following circumstances:

- a. applying the domestic content procurement preference would be inconsistent with the public interest;
- b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. GATRA will provide instructions on the format, contents,

and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transit.dot.gov/regulations-and-guidance/buy-america/waivers-granted>.

3. Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable);
- optical fiber;
- lumber;
- engineered wood; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, repair maintenance, or of infrastructure in the United States.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

amounts in excess of \$150,000:

1. Clean Air Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The contractor agrees to report each violation to 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.
- 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.

2. Federal Water Pollution Control Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The contractor agrees to report each violation to 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.
- 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.”

Contracts Exceeding \$150,000 & Involving Transport of Property or Persons

U. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration,

T. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

3. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

V. FLY AMERICA

1. **Definitions:** As used in this clause—
 - a. "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - b. "United States" means the 50 States, the District of Columbia, and outlying areas.
 - c. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
3. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
4. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
 - a. **Statement of Unavailability of U.S.-Flag Air Carriers:** International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons].
5. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Contracts Exceeding \$250,000

W. VIOLATION AND BREACH OF CONTRACT

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

1. Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of GATRA's 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 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 Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

2. Performance During Dispute

Unless otherwise directed by GATRA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

3. Claims for Damages

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

4. Remedies

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 State in which GATRA is located.

5. Rights and Remedies

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, its Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed in writing.

Contracts Involving Subcontractors

X. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal

regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

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

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

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

Y. PROMPT PAYMENT

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

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

The following terms will be incorporated into any contract arising from this competitive procurement:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contracts no later than thirty (30) days from the receipt of each payment received by the prime contractor from GATRA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GATRA. This clause applies to

both DBE and non-DBE subcontracts.

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the GATRA. This clause applies to both DBE and non-DBE subcontracts.

GATRA will monitor all payment schedules for inclusion of work performed by subcontractors. GATRA will contact, at random, subcontractors to ensure that payments for satisfactory completed work have been received. If an occurrence is found in which a subcontractor was not paid by the Prime, they will not be reimbursed for work performed by subcontractors, unless and until the prime contractor pays the subcontractors and ensures that the subcontractors continue to be promptly paid for work performed.

If a prime contractor determines subcontractor work to be unsatisfactory, it must notify GATRA immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract, which may result in the termination of this contract or such other remedy as GATRA deems appropriate.

Contracts Involving Construction Activities

Z. 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), 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.

AA. BOND REQUIREMENTS

1. Bid Guarantee:

Bidders shall furnish a guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the Greater Attleboro-Taunton Regional Transit Authority. Bid guarantees shall be required for

construction or facility improvement contracts **over \$250,000**. The bid guarantee amount shall be 5% of the bid price.

The bid guarantees of unsuccessful bidders will be returned to the bidders immediately upon award of bid (or rejection or expiration of bid). Bid guarantees of successful bidders will be retained until successful completion of the project.

In submitting this bid, it is understood and agreed by the bidder that GATRA reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety [90] days subsequent to the opening of bids, without the written consent of GATRA.

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

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

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

2. Performance Guarantee:

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

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will

be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by GATRA if:

1. A bank in good standing issues it. GATRA will **only** accept a Letter of Credit from a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. GATRA is identified as the Beneficiary.
5. It is in an amount equal to 100% of the contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the contract.
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the contract. It must specifically reference the contract between GATRA and the Contractor the work stipulated herein.

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

3. Payment Bonds:

A Labor and Materials Payment Bond must be furnished by the contractor to GATRA as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to GATRA and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder. FTA has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:

- Less Than \$1 Million – Fifty percent of the contract price if the contract price is not more than \$1 million;
- More Than \$1 Million but Less Than \$5 Million – Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- More Than \$5 Million – Two and one half million dollars if the contract price is more than \$5 million.

BB. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of **\$2,000** of FTA assisted funds, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.

Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted

construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, 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.

GATRA 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. GATRA must report all suspected or reported violations to the Federal awarding agency.

The contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations of 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses 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.

CC. EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION CONTRACTS

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are

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

- a. Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

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

enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

DD. SEISMIC SAFETY

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

EE. VETERANS HIRING PREFERENCE

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

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 _____

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

GREATERT ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

COMPLETENESS OF BID/PROPOSAL

I herein certify that I have read and understand all BIDDING/PROPOSAL documents and any amendments submitted by the Greater Attleboro-Taunton Regional Transit Authority and that I have fully complied with all provisions of same.

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

Company Signature

Address Name

 Title

Telephone # Date

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

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

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

Signed by: Name and Title

DATE: _____

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

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

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

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

By _____

Name

Title

Company

Date

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn,

deposes and says that he/she is _____

(a partner or officer of the firm of)

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

Signature of:

_____ Name if the proposer/bidder is an individual

_____ Partner if the proposer/bidder is a partnership

_____ Officer if the proposer/bidder is a corporation

SUBSCRIBED AND SWORN TO before me on this the

_____ day of _____ 20____

Signature – Notary Public My Commission expires _____

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

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

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

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

REQUIRED ATTESTATION CLAUSE

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

**Social Security Number of
Federal Identification No.

*Signature of Individual or
Corporate Name

By _____
Corporate Officer (If Applicable)

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

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

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, renewal, continuation, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "DISCLOSURE FORM TO REPORT LOBBYING" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature

Title

Date

Organization/Company

GREATERT 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

TELEPHONE NO.

DATE

CERTIFICATE

IMPLEMENTATION OF CLEAN AIR ACT

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

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

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

DATE

COMPANY

SIGNATURE

TITLE

CERTIFICATE

IMPLEMENTATION OF CLEAN WATER REQUIREMENTS

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

1. The Bidder/Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Bidder/Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Bidder/Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date

Company

Signature

Title

MEMO

TO: All Service Providers

FROM: Francis J. Gay, Administrator

DATE: August 13, 1992

SUBJECT: CHAPTER 521 IMPLEMENTATION

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS
IMPORTANT NOTICE TO ALL VENDORS AND CONTRACTORS

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

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

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

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

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

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

**CONTRACTORS CERTIFICATION
CHILD CARE COMPLIANCE**

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

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

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

____ Name of Firm

____ Signature

____ Name and Title (Please print or type)

____ Date

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 8 %. 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**.

Exhibit 2

Fleet Roster

Vehicle Number	Year	Make	Model	Location
1585	2015	New Flyer	MD30	Taunton
1586	2015	New Flyer	MD30	Taunton
1587	2015	New Flyer	MD30	Taunton
1590	2015	New Flyer	MD35	Taunton
1597	2015	New Flyer	MD30	Taunton
1691	2016	New Flyer	MD30	Taunton
1692	2016	New Flyer	MD30	Taunton
1693	2016	New Flyer	MD30	Taunton
1802	2018	Ford	E-450	Taunton
1803	2018	Ford	E-450	Taunton
1804	2018	Ford	E-450	Taunton
1907	2019	Ford	E-450	Taunton
1908	2019	Ford	E-450	Taunton
1909	2019	Ford	E-450	Taunton
1910	2019	Ford	E-450	Taunton
1915	2019	Ford	E-450	Taunton
1916	2019	Ford	E-450	Taunton
1917	2019	Ford	E-450	Taunton
1918	2019	Ford	E-450	Taunton
1078	2010	Gillig	G27E102N2	Taunton
1079	2010	Gillig	G27E102N2	Taunton
1080	2010	Gillig	G27E102N2	Taunton
1588	2015	Gillig	Low Floor	Taunton
1589	2015	Gillig	Low Floor	Taunton
1594	2015	New Flyer	MD30	Taunton
1595	2015	New Flyer	MD30	Taunton
1596	2015	New Flyer	MD30	Taunton
1898	2018	Gillig	Low Floor	Taunton
1899	2018	Gillig	Low Floor	Taunton
1900	2019	Gillig	Low Floor	Taunton
1901	2019	Gillig	Low Floor	Taunton
2002	2020	Gillig	Low Floor	Taunton
2003	2020	Gillig	Low Floor	Taunton
2104	2021	Gillig	Low Floor - Electric	Taunton
2105	2021	Gillig	Low Floor - Electric	Taunton
2106	2021	Gillig	Low Floor - Electric	Taunton
2107	2021	Gillig	Low Floor - Electric	Taunton

Vehicle Number	Year	Make	Model	Location
2239	2022	Ford	Transit - Electric	Taunton
2240	2022	Ford	Transit - Electric	Taunton
2241	2022	Ford	Transit - Electric	Taunton
2285	2022	Ford	E-350	Taunton
2286	2022	Ford	E-350	Taunton
2417	2024	Karsan	E-Jest	Taunton
2418	2024	Karsan	E-Jest	Taunton
2419	2024	Karsan	E-Jest	Taunton
2420	2024	Karsan	E-Jest	Taunton
1476	2014	Ford		Taunton
1479	2014	Ford		Taunton
1649	2016	Ford	E-350	Taunton
1658	2016	Ford	E-350	Taunton
1681	2016	Ford		Taunton
1684	2016	Ford	E-350	Taunton
1685	2016	Ford	E-450	Taunton
1719	2017	Dodge	Grand Caravan	Taunton
1762	2017	Ford	E-350	Taunton
1764	2017	Ford	E-350	Taunton
1791	2017	Ford	E-350	Taunton
1793	2017	Ford	E-350	Taunton
1801	2018	Ford	E-450	Taunton
1868	2018	Ford	E-350	Taunton
1894	2018	Ford	E-350	Taunton
1895	2018	Ford	E-350	Taunton
1914	2019	Ford	E-350	Taunton
1971	2019	Ford	E-350	Taunton
1972	2019	Ford	E-350	Taunton
2175	2021	Ford	E-350	Taunton
2225	2022	Ford	E-350	Taunton
2229	2022	Ford	E-450	Taunton
223	2022	Ford	E-450	Taunton
228	2022	Ford	E-350	Taunton
228	2022	Ford	E-350	Taunton
228	2022	Ford	E-350	Taunton
244	2024	Ford	E-350	Taunton
244	2024	Ford	E-350	Taunton

Vehicle Number	Year	Make	Model	Location
1765	2017	Ford	E-350	Taunton
1790	2017	Ford	E-350	Taunton
1806	2018	Ford	E-450	Taunton
1911	2019	Ford	E-350	Taunton
1912	2019	Ford	E-350	Taunton
2119	2021	Ford	E-350	Taunton
2173	2023	Ford	E-350	Taunton
2232	2022	Ford	E-350	Taunton
2233	2022	Ford	E-350	Taunton
2234	2022	Ford	E-350	Taunton
2446	2024	Ford	E-350	Taunton
2454	2024	Ford	E-350	Taunton
2661	2026	Ford	E-350	Taunton
2670	2026	Ford	E-350	Taunton
1646	2016	Ford	E-350	Taunton
1653	2016	Ford	E-350	Taunton
1659	2016	Ford	E-350	Taunton
1760	2017	Ford	E-350	Taunton
1896	2018	Ford	E-450	Taunton
1897	2018	Ford	E-450	Taunton
2120	2021	Ford	E-350	Taunton
2121	2021	Ford	E-350	Taunton
2122	2021	Ford	E-350	Taunton
2174	2021	Ford	E-350	Taunton
2176	2021	Ford	E-350	Taunton
2177	2021	Ford	E-350	Taunton
2178	2021	Ford	E-350	Taunton
2179	2021	Ford	E-350	Taunton
2180	2021	Ford	E-350	Taunton
2181	2021	Ford	E-350	Taunton
2182	2021	Ford	E-350	Taunton
2224	2022	Ford	E-350	Taunton
2226	2022	Ford	E-350	Taunton
2227	2022	Ford	E-350	Taunton
2228	2022	Ford	E-350	Taunton
2237	2022	Ford	E-350	Taunton
2238	2022	Ford	Transit - Electric	Taunton

Vehicle Number	Year	Make	Model	Location
2108	2021	Gillig	Low Floor - Electric	Taunton
2109	2021	Gillig	Low Floor - Electric	Taunton
2410	2024	Gillig	Low Floor	Taunton
2411	2024	Gillig	Low Floor	Taunton
2412	2024	Gillig	Low Floor	Taunton
2413	2024	Gillig	Low Floor	Taunton
2414	2024	Gillig	Low Floor - Electric	Taunton
2415	2024	Gillig	Low Floor - Electric	Taunton
2416	2024	Gillig	Low Floor - Electric	Taunton
2517	2025	Gillig	Low Floor - Electric	Taunton
1600	2017	Ford	E-350	Taunton
1652	2016	Ford	E-350	Taunton
1654	2016	Ford	E-350	Taunton
1763	2017	Ford	E-350	Taunton
1766	2017	Ford	E-350	Taunton
1767	2017	Ford	Transit	Taunton
1792	2017	Ford	E-350	Taunton
1800	2018	Ford	E-450	Taunton
1805	2018	Ford	E-350	Taunton
1969	2019	Ford	E-350	Taunton
1970	2019	Ford	E-350	Taunton
2231	2022	Ford	E-450	Taunton
2235	2022	Ford	E-350	Taunton
2236	2022	Ford	E-350	Taunton
2287	2022	Ford	E-350	Taunton
2288	2022	Ford	E-350	Taunton
2450	2024	Ford	E-350	Taunton
2451	2024	Ford	E-350	Taunton
2452	2024	Ford	E-350	Taunton
2453	2024	Ford	E-350	Taunton
2455	2024	Ford	E-350	Taunton
1264	2013	Ford	E-450	Taunton
1442	2014	Ford	E-350	Taunton
1444	2014	Ford	E-350	Taunton
1623	2017	Ford	E-350	Taunton
1657	2016	Ford	E-350	Taunton
1761	2017	Ford	E-350	Taunton

Vehicle Number	Year	Make	Model	Location
2444	2024	Ford	E-350	Taunton
2445	2024	Ford	E-350	Taunton
2447	2024	Ford	E-350	Taunton
2448	2024	Ford	E-350	Taunton
2449	2024	Ford	E-350	Taunton
2656	2026	Ford	E-350	Taunton
2657	2026	Ford	E-350	Taunton
2660	2026	Ford	E-350	Taunton

Exhibit 3

Price Proposal Form

PRICE PROPOSAL FORM

Greater Attleboro Taunton Regional Transit Authority RFP 2026-011

The undersigned respondent hereby offers and agrees to furnish all services, or tires, which are subject to this RFP at the prices stated, and in conformance with all plans, specifications, requirements, conditions, and instructions of the GATRA Request for Proposal 2026-011 for Transit Vehicle Tire Lease Services.

Name of Proposer:

Year 1: April 1, 2026 through March 31, 2027

Tire Size	Estimated Annual Mileage	Positions Per Vehicle	Tire Mile Rate	Extended Price
B315/80R22.5	592,705	6	\$	\$
B275/70R22.5	66,102	6	\$	\$
265/70R19.5	314,817	6	\$	\$
245/75R16	812,125	4	\$	\$
225/75R16	824,329	6	\$	\$
225/75R16C	80,000	4	\$	\$
235/65R16C	60,000	4	\$	\$

Year 2: April 1, 2027 through March 31, 2028

Tire Size	Estimated Annual Mileage	Positions Per Vehicle	Tire Mile Rate	Extended Price
B315/80R22.5	592,705	6	\$	\$
B275/70R22.5	66,102	6	\$	\$
265/70R19.5	314,817	6	\$	\$
245/75R16	812,125	4	\$	\$
225/75R16	824,329	6	\$	\$
225/75R16C	80,000	4	\$	\$
235/65R16C	60,000	4	\$	\$

Year 3: April 1, 2028 through March 31, 2029

Tire Size	Estimated Annual Mileage	Positions Per Vehicle	Tire Mile Rate	Extended Price
B315/80R22.5	592,705	6	\$	\$
B275/70R22.5	66,102	6	\$	\$
265/70R19.5	314,817	6	\$	\$
245/75R16	812,125	4	\$	\$
225/75R16	824,329	6	\$	\$
225/75R16C	80,000	4	\$	\$
235/65R16C	60,000	4	\$	\$

Year 4: April 1, 2029 through March 31, 2030

Tire Size	Estimated Annual Mileage	Positions Per Vehicle	Tire Mile Rate	Extended Price
B315/80R22.5	592,705	6	\$	\$
B275/70R22.5	66,102	6	\$	\$
265/70R19.5	314,817	6	\$	\$
245/75R16	812,125	4	\$	\$
225/75R16	824,329	6	\$	\$
225/75R16C	80,000	4	\$	\$
235/65R16C	60,000	4	\$	\$

...Price Proposal Continued on Next Page

PRICE PROPOSAL FORM (Continued)

Year 5: April 1, 2030 through March 31, 2031

Tire Size	Estimated Annual Mileage	Positions Per Vehicle	Tire Mile Rate	Extended Price
B315/80R22.5	592,705	6	\$	\$
B275/70R22.5	66,102	6	\$	\$
265/70R19.5	314,817	6	\$	\$
245/75R16	812,125	4	\$	\$
225/75R16	824,329	6	\$	\$
225/75R16C	80,000	4	\$	\$
235/65R16C	60,000	4	\$	\$

Notes:

Alternative forms or formatting – provided the same itemization of the following page is included – may be proposed through the *Questions and Clarifications* process.

The undersigned understands and agrees that if the within proposal is made conditional in any way, is other than an unequivocal offer to furnish, the GATRA may regard the same as unresponsive if it, in its sole discretion, deems it in its best interest to do so. The undersigned further agrees to supply any evidence or certifications of its existence, good standing, or authorization to make this bid or enter into any contract resulting there from reasonable requests from the GATRA and that its failure to supply the same shall render this Proposal unresponsive.

Firm Name

Signature and Title of Authorized Official

Date