

# REQUEST FOR QUALIFICATIONS & COST PROPOSALS

For

**Security Guard Services**

ISSUED BY:



**Greater Attleboro Taunton Regional Transit Authority**

March 16, 2026

GATRA RFP P2026-010

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## 1. GENERAL INFORMATION

The Greater Attleboro Taunton Regional Transit Authority (GATRA) is a political subdivision of the Commonwealth of Massachusetts and is responsible for public transit services in ten (10) communities within the Southeastern Massachusetts region. GATRA was created pursuant to Massachusetts General Laws (MGL), Chapter 161B, and is funded with Federal, State, and local subsidies, as well as farebox revenue.

GATRA is prohibited by the provisions of Section 25 of Chapter 161B, from directly operating transit services. GATRA's current contractor – Kiessling of Attleboro – provides management and operational services of its public transit system and ancillary public transit services as allowed by MGL 161B and the Urban Mass Transportation Act of 1964, as amended. GATRA is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts.

The successful respondent and its employees shall not be considered employees of GATRA, and at all times shall be considered independent contractors.

## 2. NOTICE INVITING PROPOSALS

GATRA is seeking proposals from qualified professional unarmed Security Guard service firms to provide a safe and secure environment at its Terminal located at 10 Oak Street, Taunton, MA 02780 and Maintenance Facility located at 2 Oak Street Taunton, MA 02780 for its passengers and employees. The GATRA Terminals are transit center facilities where passengers access buses and/or transfer between buses, equipped with both indoor and outdoor waiting areas, and a Customer Service Center (available during posted hours of operation). The terminal houses the GATRA administrative office, the GATRA medical transportation brokerage, a diner, and an insurance agency. The GATRA Terminal serves our riders that are approximately 4,600 to 6,200 passengers on Weekdays, 2,000 to 3,400 passengers on Saturdays.

Proposers interested in receiving a copy of the solicitation package for this RFP, or for more information, should contact [jhiggins@gatra.org](mailto:jhiggins@gatra.org).

The contract resulting from the successful proposal is subject to financial assistance between the GATRA, the U.S. Department of Transportation (Federal Transit Administration, FTA), and the Massachusetts Department of Transportation (MassDOT). The successful proposer will be required to comply with all applicable laws and regulations.

As outlined in Section 7 (Procurement Schedule and Milestones), completed proposal submissions are due no later than **2:00PM (EST) April 10, 2026**. In addition to the procurement schedule, proposers should review this RFP for specific submission requirements. Proposals received after said time or at any other place other than that stated in the RFP will not be considered. Proposals must be submitted consistent with all required documentation. Any proposal submitted on any other form will be considered non-responsive and will be rejected. GATRA reserves the right to reject any or all proposals, or any part of a particular proposal, should

GATRA deem it in its best interest to do so.

GATRA is committed to encouraging and supporting utilization of Disadvantaged Business Enterprises (DBEs) and small businesses. All businesses are encouraged to submit a proposal.

### **3. INTRODUCTION**

GATRA is the provider of public transportation – Fixed Route and ADA / Non-ADA Paratransit – services within the Cities of Attleboro and Taunton and the towns of Bellingham, Berkley, Carver, Dighton, Duxbury, Franklin, Foxborough, Halifax, Hanover, Kingston, Lakeville, Mansfield, Marshfield, Medway, Middleborough, Norfolk, Norton, North Attleborough, Pembroke, Plainville, Plymouth, Plympton, Raynham, Rehoboth, Scituate, Seekonk, Wareham and Wrentham. GATRA’s present service area covers approximately 921 square miles with an approximate population of 605,554 residents (Source: 2020 Census). The fixed route and demand response systems are dispatched and maintained from the Maintenance & Operations facility located at 2 Oak Street, Taunton, MA 02780. The GATRA Administrative offices are located at 10 Oak Street, 2<sup>nd</sup> floor Taunton, MA 02780.

For further information regarding the GATRA services (schedules, maps, current news, etc.), please visit the GATRA website at [www.gatra.org](http://www.gatra.org).

This RFP provides interested parties with sufficient information to prepare and submit proposals for GATRA’s consideration to satisfy the needs defined in the Scope of Services for this project, as defined in this RFP. The goal of this RFP is to identify a qualified proposer based on a selection of evaluation criteria that will assist GATRA in determining the best proposer for the project.

GATRA will follow all applicable third-party procurement policies in accordance with 2 CFR Part 200 (The Super Circular) and the Federal Transit Administration (FTA) Circular C4220.1F (Third Party Contracting Guidance). In occurrence where the 4220.1F conflicts with 2 CFR Part 200, the Super Circular supersedes C.4220.1F. Additionally, GATRA shall comply with all applicable regulations set forth in Exhibit D and shall extend the same to the successful proposer.

### **4. SCOPE OF SERVICES**

#### **4.1 SCOPE OF WORK**

##### **A. Security Guard Service Tasks**

At a minimum, Security Guards must provide the following service tasks outlined below. However the proposer, based on its experience, may include additional Security services, and should describe these services in detail in its Work Plan submission.

- Remain alert and aware of surroundings throughout the GATRA terminal properties.
- Perform rounds on foot, inside the lobbies and outside on the platforms to protect the safety of people on-site. Enter buses as needed located at GATRA Terminals to

assist employees and/or passengers for security purposes.

- Protect GATRA property from random acts of violence and/or harassment of passengers and/or employees, and destruction of property.
- Observe outside platform and passenger activity when GATRA buses arrive and depart at the Terminals.
- Provide high visibility as a crime deterrent; prevent and minimize theft, damage, and trespassing on GATRA property.
- Enforce GATRA policies and procedures, with emphasis on the Passenger Code of Conduct Policy. Monitor and control noise and behavior inside the Terminals lobby and outside on the Terminals platform.
- Monitor and control visitor flow inside the Terminals lobby.
- Perform traffic control within Terminals property to ensure that unauthorized private vehicles do not park or travel within GATRA driveways.
- Periodically oversee the security surveillance system; including the functionality of security cameras.
- Report to GATRA immediately any incident requiring Police/Fire/EMS involvement; or any other occurrences considering the nature of the violation within 24 hours of the violation/incident.
- Coordinate with Taunton Police Department, as necessary
- Prepare and submit, by the 10<sup>th</sup> day of the following month, a monthly report of all Security activities, incidents, issues, etc. – in a format that is acceptable to GATRA (no handwritten reports will be allowed).

**Requirement:**

- *Proposers must submit a sample report or example that their firm currently utilizes.*

**B. Security Guard Service Hours of Operation:**

- **Basic Coverage:**
  - A minimum of **one (1)** guard must be on-duty at all times outlined below at the terminal on weekdays for approximately forty (40) hours per week. Exact times to be determined with the awarded vendor.
  - GATRA currently provides service on Monday through Saturday. Thanksgiving and Christmas are the only days that the terminal is closed.
  - GATRA reserves the right to adjust the number or times of Coverage Hours with the selected proposer within five (5) business days' notice.
- **Additional Coverage:**
  - There are times during the year that the GATRA may need additional security coverage, outside of the 'Basic Coverage' days and hours, precipitated by heightened security alert(s) from local, state, or federal officials, an emergency at GATRA, a GATRA event, or construction that may have eliminated or weakened other security measures that are in place at

the GATRA Terminals.

- If Additional Coverage is necessary, GATRA staff will contact the Proposer at least 24 hours in advance, when feasible (in some cases this may not be possible).

### C. Staffing/Personnel

- GATRA expects proposer to supply reliable, professional, and well-trained Security Guards.
- Security Guards shall have satisfactory skills and experience to perform tasks listed under Section A: Security Guard Service Tasks.
  - Proposer shall describe the level of training (de-escalation, harassment, etc.) that on-site staff receive.
  - Proposer shall describe the level of access on-site Security Guards have to Supervisor/Management staff of the firm.
    - Proposer shall detail how on-site Security Guards access direct Supervisor/Management staff; if Supervisor/Management staff are not local to project - how far/how quick can staff report to site.
    - Proposer to outline if costs are associated with Supervisor/Management staff on the Cost Proposal Form.
- Security Guards shall at all times be polite, courteous, respectful, and responsive to passengers and any other persons authorized to be at the GATRA Terminals.
- Security Guards shall not conduct any personal business or duties outside of this Scope of Work while assigned to perform services.
- Security Guards shall refrain from fraternization with passengers, or GATRA employees, aside from security-related issues.
- Security Guards shall not smoke on GATRA property except for the designated smoking area; possession of alcohol or drugs on GATRA property is strictly prohibited.
  - Security Guards shall not report to duty under the influence of any substance that could impair the ability to successfully perform required duties or tasks.
  - Proposer is responsible to ensure that on-site Security Guards are not under the influence of any substances.
- Proposer shall prepare and submit to GATRA a weekly log report of Security Guards who worked on this Security contract.
- Proposer shall report to GATRA any changes in on-site Security Guards.
  - GATRA prefers minimal turnover in personnel assigned to this project.
- Proposer shall submit proof/evidence of completed trainings for all staff assigned to this project, including any new staff.
- On-site staff with additional language experience/knowledge (Spanish, Portuguese, Haitian Creole) is highly desirable.
- All staff assigned to this project must undergo a Criminal Offender Record Information

(CORI) and Sex Offender Registry Information (SORI) background check. The GATRA passenger base is the general public, and children, elders, or persons with disabilities utilize its services.

- *Proposer must submit proof of CORI and SORI background checks to GATRA before any on-site Security Guards report to this project.*

#### D. Uniforms

- All Security Guards must be dressed professionally in Proposer's uniform dress code.
  - *Proposer must submit a copy of the uniform dress code for GATRA's review and approval.*
    - Proposer must submit a picture or PDF of the current uniform that on-site Security Guards wear.
  - Proposer must furnish all uniform items and materials for all Security Guards assigned to the GATRA Terminals, including outdoor clothing appropriate for the weather and season, with necessary safety clothing and equipment.
  - GATRA will not accept casual dress appearance.

#### E. On-Site Office and Equipment

- Security Guards will have access and use of a secured area for storage purposes only within our customer service worker areas;
  - Proposer is responsible for keeping the office clean and neat.
  - Proposer shall have the ability to monitor the security surveillance system; including the functionality of security cameras, as needed.
    - The monitor provided by GATRA shall be used for security monitoring purposes only, and unauthorized use (personal, gaming, etc.) is not permitted.
  - Proposer shall report to GATRA immediately if the security system malfunctions within fifteen (15) minutes of known occurrence.
  - Proposer shall be responsible for providing its staff, and relevant GATRA staff, with any communication devices/cell phones, etc.
- GATRA will provide building access cards and systems keys for Security Guards on the Terminals property.
  - Security Guards are responsible for all access cards and systems keys in their possession, and shall not be loaned to anyone for any reason.
  - Proposer is responsible for the cost of replacement of lost, stolen, or damaged cards or keys.

## 4.2 INSURANCE REQUIREMENTS

The Proposer shall obtain and maintain in full force and effect during the term of the Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts,



in which the work is being performed or the goods are being delivered.

- (c) All insurance policies in any way related to this Agreement and secured and maintained by the Proposer shall include a clause stating that each insurance company will waive all rights of recovery, under subrogation or otherwise, against GATRA. Further, the Proposer shall provide a copy of the endorsement to the Workers' Compensation policy stating that a waiver has been granted in favor of GATRA.
- (d) Proposer shall furnish certificates of insurance prior to entry onto the property and provide renewal certificates within 60 days prior to the expiration of the policies. GATRA failure to review said certificates of insurance and letters or copies of insurance policies shall not be deemed to be a waiver of Proposer's obligations to comply with all provisions.
- (e) All policies shall contain a minimum of 30 days' notice of cancellation with notice to GATRA.

## 5. INSTRUCTIONS TO RESPONDENTS

### 5.1 PROPOSAL REQUIREMENTS

The proposal shall consist of the following elements, as identified in section sub-part *Proposal Content / Package Elements*, and be submitted consistent with the requirements outlined in section sub-part *Submission Requirements and Deadline*. Guidelines are provided within each of these sub-sections, of which are meant to serve as the minimum submission requirements. Proposers are encouraged to supplement beyond these requirements, as necessary and within the page limitations, to adequately review their proposal against the defined criteria in Section 6 *Evaluation Criteria*.

- A bid bond is not required for this RFP.
- A performance bond is not required for this RFP.

#### 5.1.1 PROPOSAL CONTENT / PACKAGE ELEMENTS

All proposals must include the following elements in the order listed below. Proposers are asked to limit the response, excluding the Price Proposal Form and required attachments listed below, to thirty (30) pages. Failure to include all of the required elements and attachments may result in a proposal being determined as non-responsive.

##### **Letter of Introduction**

A letter of introduction identifying the proposing firm, mailing address, name of a contact person and phone, fax, and e-mail to be used for communication to and from GATRA in connection with this procurement. Additionally, this section shall at a minimum, also contain the following:

- Proposed working relationship between the Proposing Company and Subcontractor, if applicable.

- Acknowledgment of receipt of all RFP addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- Signature of a person authorized to bind the Proposing Company to the terms of the proposal.

**Executive Summary / Experience and Capabilities of Company**

Provide a complete summary of the Proposer’s knowledge, experience, and capabilities. Identify all comparable security services currently managed, as well as the name and location of comparable security services previously implemented or managed.

This summary shall also state whether the proposal does or does not fully comply with the requirements as defined in this RFP, noting any exceptions, and shall be signed by an authorized representative of the company.

**Proposed Staffing and Project Organization**

Describe the knowledge, experience, and accomplishments of the proposed Project Team and other support staff to be available during the intended project.

Further, this section of the proposal should establish the method that will be used by the Proposer to manage the project as well as identify key personnel assigned. The Proposer shall:

- Include the name and defined roles of the proposed Project Team – including assigned point of contact (Project Manager) and other key managerial and/or technical personnel to be assigned to the project in the specified tasks and include major areas of any subcontract work.
- Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- Include a statement certifying that the key personnel will be available to the extent proposed, for the duration of the project in the manner prescribed, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of GATRA.
- Include and thoroughly explain the project organization and control measures, including the proposed quality assurance plan.
- Include a statement signed by a duly authorized officer of the Proposing Company to the effect that all personnel offered in the proposal are either employed full-time by the firm or contractually obligated to the firm and available for the duration of the project.

A resume is to be submitted – as an attachment – of each member of the proposed Project Team. Resumes shall include, at a minimum: years of experience, years employed by organization, primary responsibilities of position, education, and identify any professional certifications (as applicable).

Note: This section shall also include a table of organization to outline the hierarchy of the proposed team.

**Subcontractor or Consultants**

Identify any Subcontractor, consultants, and/or other support entities or persons to be used in the discharge of the company's obligations under the contract.

For each support service, a description of the scope and types of services to be provided shall be included, along with a summary of the associated experience, qualifications, and capabilities and whether or not the cost is included in the proposed fee.

### **Work Plan**

The Proposer shall provide a narrative which addresses the Scope of Services and adequately demonstrates the Proposer's understanding of GATRA's needs and requirements.

Further, this section shall contain the following elements:

- Describe the approach to completing the tasks specified in the Scope of Work and Technical Specifications.
- Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- Furnish a schedule for completing the tasks in terms of elapsed weeks from the project commencement date up until completion.
- Identify methods that the Proposer will use to ensure quality control as well as budget and schedule control for the project.

Note: The Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services, which do not materially deviate from the objectives or required content of the project.

### **Proposed Fee**

Using the enclosed Price Proposal Form (Exhibit C), the proposed fees shall be valid for a period not less than 90 days from the date of submittal.

### **Attachments**

- GATRA Bid/Proposal Protest Procedure
  - Exhibit A
- Proposer Questionnaire (Completed and Signed)
  - Exhibit B
- Price Proposal Form (Completed and Signed)
  - Exhibit C
- Terms and Conditions
  - Exhibit D
- Required Certifications (Completed and Signed)
  - Exhibit E

## **5.2 SUBMISSION REQUIREMENTS AND DEADLINE**

Submittal packages shall be addressed to and sent to the following:

Greater Attleboro Taunton Regional Transit Authority  
Attn: Jon Higgins  
10 Oak Street 2<sup>nd</sup> floor  
Taunton, MA 02780

Submissions should include three (3) physical copies, one (1) marked original, and a digital version via a Universal Serial Bus (USB) thumb drive or email/dropbox link to [jhiggins@gatra.org](mailto:jhiggins@gatra.org). The font should be in an easy-to-read format such as Calibri, or Times New Roman with a font of 11 points or higher. There is a maximum page count of thirty (30) pages. There is no section-specific page limit as that may be at the Proposer's discretion. The following are excluded from the page count restriction: cover page, table of contents, resumes, executed forms, and schematics or technical drawings.

To be considered, Proposer packages must be received by GATRA on or before the date and time specified in Section 7 for the "RFP Submission Due" milestone. Faxed proposals will NOT be accepted. In order to be deemed responsive, all of the required information must be included with the original submission.

## **6. EVALUATION AND SELECTION**

### **6.1 RESPONSIVENESS**

GATRA shall examine proposals for the purpose of ascertaining completeness and responsiveness to the requirements of this solicitation. Such process may involve requesting additional or clarifying information from the Offeror. Submittals that do not contain all required material, information, or forms; or where such materials, information, or forms are substantially incomplete, may be determined as non-responsive and rejected by the GATRA. In such cases, GATRA shall notify the proposer in writing of its rejection and the basis thereof.

### **6.2 EVALUATION CRITERIA**

The manner in which the proposals received in response to this RFP will be evaluated is based on the following criteria and point scale. GATRA's evaluation committee may use more detailed or unstated criteria so long as those criterions generally correlate with, or logically might be included within, the scope of those stated in the following. Beyond the maximum points identified by criteria, there is no other weighing or unidentified factoring of importance of the individual criteria.

Criteria	Details	Max Points
Understanding of the Services to be provided	Understanding and compliance with all technical and administrative requirements listed in this RFP	15
Qualifications and Experience	General Qualification of the firm; Qualifications and experience of management, staff, and other personnel. Demonstrated experience in similar projects.	25
Program Operations and Work Approach	Comprehensiveness of proposed Work Plan, or documentation of how the work will be performed including employment practices, policies and procedures, training/safety training methods, etc.	25
Cost Proposal	The proposal must include a cost proposal using the provided Price Proposal Form (Exhibit C).	25
References and Past Performance	The proposal shall include a minimum of three (3) recent references from past clients for similar types of work.	10

Final evaluation will be based on a total numerical scoring of all evaluator responses, with the highest total scoring proposer being viewed as the successful proposer. All proposers will be notified of their successful or unsuccessful proposer status by the Notice of Award milestone.

### 6.3 COMPETITIVE RANGE

If GATRA determines that a competitive range should be established, proposers within the competitive range

will be identified and notified promptly. The competitive range may include all or a portion of the Proposers. Proposers determined to be within the competitive range may be invited for an interview and/or asked to submit a Best and Final Offer (BAFO).

#### **6.4 PROPOSER RESPONSIBILITY**

If GATRA determines the highest ranked proposer or proposers within a competitive range, GATRA will assess their responsibility, which in this solicitation is defined as satisfactory performance in previous contracts and having the capacity to undertake the project. GATRA will use the reference information provided in the submittal and other information, as needed, for this determination.

If the highest ranked proposer, or a proposer within the competitive range, is not determined to be responsible, it will no longer be considered.

#### **6.5 INTERVIEWS**

As part of the evaluation process, GATRA may conduct interview(s) with the highest ranked proposer or proposers within a competitive range (whichever is applicable). Such interviews are for information gathering and clarification for the Evaluation Committee. If applicable, GATRA will conduct interviews using a remote (Microsoft Teams) format. Any proposer requested to be interviewed shall make its best effort to be available during the interview dates listed in this solicitation.

GATRA reserves the right to award a contract without interviews and/or negotiations if deemed unnecessary to determine the most qualified, responsible offeror with a fair and reasonable Fee Schedule.

#### **6.6 BEST AND FINAL OFFER (BAFO)**

GATRA may require proposers in the competitive range to submit a BAFO proposal, which may include modifications or supplements to their proposal and written responses to any issues, concerns and questions that were raised during interviews and/or with the GATRA's written request for BAFO submittals.

#### **6.7 FINAL EVALUATION**

If GATRA chooses to conduct interviews and/or request BAFO submittals, the Evaluation Committee will conduct a final round of scoring that takes into consideration information gleaned from interviews and/or BAFO submittals. Based upon the final scores, GATRA will determine the highest ranked Proposer.

### **7. PROCUREMENT SCHEDULE AND MILESTONES**

The table below lists the dates for key milestones of the procurement process. Some of the dates shown are tentative and subject to change. Any changes to this defined schedule will be released via addendum.

Please note that "COB" identifies Close of Business, which is defined as 4:00PM EST for this procurement. The successful Proposer should be prepared to begin work immediately upon Notice to Proceed.

<b>Milestone</b>	<b>Date</b>	<b>Time</b>
RFP Release	Monday, March 16, 2026	COB
Site Visit	Thursday, March 26, 2026	1:00 PM EST
Questions and Clarifications Submitted	Friday, March 27, 2026	2:00 PM EST
Questions and Clarifications Responses	Friday, April 3, 2026	COB
RFP Submission Due	Friday, April 10, 2026	2:00 PM EST
Interviews (if needed)	April 21-24, 2026	TBD
Notice of Award	Friday, May 1, 2026	COB

## **8. INQUIRIES**

Proposers are encouraged to submit substantive questions, comments, and concerns in writing with respect to this project. Proposers are afforded the opportunity to attend a site visit on Thursday, March 26<sup>th</sup> at 1:00 PM EST in Taunton. All prospective proposers are strongly encouraged to attend these schedule site visits, though not mandatory nor a condition of a final award. Verbal questions may be accepted but responses thereto will not be binding on GATRA unless the questions are later received in writing. Written questions received by the inquiry deadline will be answered in writing and distributed to all interested proposers on the RFP distribution list.

Prospective proposers should provide contact information via email [jhiggins@gatra.org](mailto:jhiggins@gatra.org) if potentially interested. The contact information should provide the proposer or organization name, primary contact name, telephone number and email address. The email provided will be added to the RFP distribution list used to distribute responses to inquiries, scheduling of interviews or demonstrations, and any RFP addenda, which may be issued.

All questions and clarifications, as well as any other requests such as the above, should be sent via email to [jhiggins@gatra.org](mailto:jhiggins@gatra.org).

If GATRA determines that changes to the RFP are necessary as a result of pre-proposal questions and clarifications, GATRA will issue a written addendum to all prospective proposers. Proposers should be aware that this RFP and any subsequent written addenda serve as the sole basis upon which proposers should submit proposals. An executed Acknowledgement of Receipt of RFP and any subsequent executed Acknowledgement of Receipt of Addenda are required submissions regardless of whether any addenda are issued.

## **9. SELECTION PROCESS AND NEGOTIATION**

GATRA, and its Evaluation and Selection Committee, will evaluate all submittal packages for completeness and compliance with the terms and conditions of the RFP. Incomplete packages will be deemed non-responsive and be eliminated from evaluation. The Committee will review the qualifications of each responsive submittal package and rank them based on the defined evaluation criteria. Once the proposer with the top ranking is established by the Committee, GATRA and the proposer may negotiate a firm fixed price contract for the SOW through a Best and Final Offer (BAFO) stage, if necessary. If a mutually satisfactory contract cannot be reached with the initially selected proposer, GATRA will enter negotiations with the next highest ranked proposer.

## **10. COMPLIANCE REQUIREMENTS**

The selected respondent shall comply with all federal, state, and local laws applicable to its activities, including but not limited to, those identified in throughout this RFP and, in particular, Exhibit D and Exhibit E– of which will be incorporated into the resultant contract.

## **11. RESERVATION OF RIGHTS**

- A. GATRA reserves the right, at its sole discretion, to reject at any time, any or all proposals and to withdraw this RFP without notice.
- B. GATRA reserves the right to waive compliance with and/or change any of the items of this request that GATRA defined.
- C. GATRA reserves and may exercise the following rights and options with respect to this selection process:
  - to request some or all of the prospective proposer to provide additional material, clarification, confirmation or modification of any information in the submission;
  - to supplement, amend, substitute or otherwise modify this RFP any time prior to selection of one or more proposers for negotiation, and to cancel this RFP with or without issuing another RFP;
  - to request that some or all of the proposing proposers modify proposals based on the review of all proposals;
  - to terminate any negotiations at any time;
  - to reject at any time prior to the execution of a professional services contractual agreement all submissions and/or to withdraw the RFP without notice;
  - to expressly waive any defect or technicality in any proposal;
  - to negotiate and award;
  - to solicit new proposals;
  - to negotiate cost for best and final offers;
  - to negotiate fees;
  - to assign any or all finalized and executed contract to a third party.

## **12. EVENTS OF DISQUALIFICATION OR DEFAULT**

Subsequent to the selection of the proposer for negotiations, the following, at the sole discretion of GATRA, may be treated as Events of Disqualification or Default of a particular proposer: the unilateral withdrawal by the proposer; failure to proceed substantially in accordance with the proposal as submitted; material misrepresentation, omission, or inaccuracy contained in any document submitted either with the proposer's proposal or subsequent hereto.

## **13. REMEDIES**

Upon the happening of an Event of Disqualification or Default by a selected proposer, the following remedies shall be available individually and collectively: the selection of the proposer may be rescinded; GATRA may

declare null and void any agreement, which may have already been executed and delivered, subject to the terms of that agreement allowing for such termination; the proposer shall pay all costs and expenses incurred by GATRA in negotiating with the particular proposer including, but not limited to legal counsel's fees. GATRA's receipt or discussion of any information (including information contained in a proposal, ideas, models, drawings, or other material communicated or exhibited to GATRA) does not impose any obligations whatsoever on GATRA or entitle the proposer or any other person or entity to any compensation therefore. Any such information given to GATRA before, with or after the submission of a proposal, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time, without obligation or compensation, and without liability of any kind whatsoever. Any statement which is inconsistent with the terms of this paragraph shall be void and of no effect. The provisions of this paragraph are not intended, however, to grant to GATRA rights to use anything which is the subject of valid existing or potential letters of patent, or which is copyrighted.

#### **14. LIABILITY**

GATRA and the FTA shall not be liable to any proposer or to any third party for any claims or damages occasioned by the solicitation, rejection, negotiation, or selection of proposals regarding this requirement. Each proposer or other respondent agrees to bear all costs of its response and participation in the process described in this RFP; there shall be no reimbursement for any costs relating to the preparation of responses or proposals in connection with this process.

#### **15. PROPOSAL WITHDRAWAL**

All proposals shall be valid for ninety (90) days after proposal opening. Prior to the date and time of the proposal due date, proposals may be modified or withdrawn by the proposers authorized representative in person, or by written or facsimile notice. If proposals are modified or withdrawn in person, the authorized representative shall make his/her identity known and shall sign a receipt for the proposal.

Written notices shall be addressed to:

Greater Attleboro Taunton Regional Transit Authority  
Attn: Jon Higgins, Director of Facilities  
10 Oak Street 2<sup>nd</sup> floor  
Taunton, MA 02780

or sent by email to [jhiggins@gatra.org](mailto:jhiggins@gatra.org) no later than the RFP submission due date as outlined in Section 7 *Procurement Schedule and Milestones*.

#### **16. CONTRACT TYPE AND TERM**

The term of this agreement ("contract term") shall be for a period of one (1) year tentatively commencing on May 15, 2026, and ending on May 14, 2027. Four (4) one (1) year options will be available for a total of five (5) years. Upon Contract Award, and annually thereafter or upon GATRA request, the successful proposer shall submit copies of the required insurances.

Work in process prior to expiration of the Agreement shall be completed and as construed by the GATRA to be within the "contract term."

The type of contract employed will be a firm fixed price contract with a defined not-to-exceed threshold. Any modification requiring an increase beyond that threshold must be authorized by GATRA's General Manager prior to proceeding. Consistent with the RFP, stipulations permit GATRA the capability to terminate this contract prior to the conclusion of such, consistent with the language and provisions included.

## **17. PROPRIETARY INFORMATION**

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. GATRA will respect any and all requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act.

## **18. INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in 2 CFR Part 200 and the FTA Circular 4220.1F, are hereby incorporated by reference (see Exhibit E). Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The proposer shall not perform any act, fail to perform any act, or refuse to comply with any GATRA requests, which would cause GATRA to be in violation of the FTA terms and conditions.

**EXHIBIT A: GATRA BID/PROPOSAL PROTEST PROCEDURE**

## **GATRA BID / PROPOSAL PROTEST PROCEDURE**

### **1. General**

This procedure is applicable to all procurements in excess of \$100,000. Protests for procurements of less than \$100,000 shall be informally handled by the GATRA procuring department.

### **2. Definitions**

The "Interested Party" means an actual or prospective proposer or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. It does not include Subcontractor or potential Subcontractor.

All "days" referred to are deemed to be normal business days. Except as otherwise provided, in computing a period of time prescribed by these regulations, the day from which the designated period of time begins to run shall not be counted, but the last day of the period shall be counted unless that day is not a normal business day, in which event the period shall include the next working day. Time for filing any document or copy thereof with GATRA expires at 4:00 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the last day on which such filing may be made.

"Adverse agency action" is any action or inaction on the part of GATRA which is prejudicial to the position taken in a protest filed with GATRA. It may include but is not limited to: a decision on the merits of a protest; a procurement action such as the opening of bids or receipt of proposals, the award of a contract, or the rejection of a bid despite the pendency of a protest; or GATRA acquiescence in and active support of continued and substantial contract performance.

### **3. Filing of Protest**

An interested party may protest to GATRA a solicitation issued by GATRA for the procurement of property or services, or the proposed award or the award of such a contract.

Protest must be in writing and addressed as follows:

Greater Attleboro Taunton Regional Transit Authority  
Attn: Jon Higgins, Director of Facilities  
10 Oak Street 2<sup>nd</sup> floor  
Taunton, MA 02780  
ATTN: Protest – Security Guard Services

The protester shall furnish two complete copies of the protest to the Director of Facilities, addressed as stated above.

A protest filed with GATRA shall:

- A. Include the name, address and telephone number of the protester;
- B. Include an original signed by the protester or its representative;
- C. Identify the solicitation and purchase order number;
- D. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and,
- E. State the form of relief requested.

No formal briefs or other technical forms of pleading or motion are required. Protest submissions should be concise, logically arranged, and clearly state legally sufficient grounds of protest.

A protest filed with GATRA may be dismissed for failure to comply with any of the requirements of this section.

#### **4. Time of Filing**

Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the closing date for receipt of initial proposals shall be filed prior to bid opening or the closing date for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing date for receipt of proposals following the incorporation.

In cases other than those covered above, protests shall be filed not later than 5 days after the basis of protest is known or should have been known, while within 5 days prior to the date specified for a bid opening of an IFB or for the due date for filing a response for RFP's.

The term "filed" regarding protests to GATRA means receipt of the protest submission to the GATRA's Administrator.

The GATRA, for good cause shown, or where it determines that a protest raises issues significant to the procurement system, may consider any protest which is not filed timely.

#### **5. Notice of Protest, Submission of Authority Report and Time for Filing of Comments on Report**

The Director of Facilities shall promptly give notice of the protest to the proposer if award has been made or, if no award has been made, to all proposers or offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. The Director of Facilities shall furnish copies of the protest submissions to such parties, if requested to do so in writing. In addition, if a contract will be paid in part with funding from the FTA, then the FTA Region I office shall be notified in writing of the protest.

Material submitted by a protester will not be withheld from any interested party outside GATRA which may be involved in the protest except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly

protected information must be so identified whenever it appears.

Protests shall be reviewed by a panel consisting of representatives of Legal, the Director of Facilities, and appropriate technical and other staff. Such review panel shall be chaired by the Director of Facilities or by a designee, as authorized in writing.

Documents that will be included in the review will consist of the protest, the bid or proposal submitted by the protester, the solicitation, including the specifications or portions relevant to the protest, the abstract of bids or offers or relevant portions, any other documents that are relevant to the protest, or any additional evidence or information deemed necessary in determining the validity of the protest. Following final review, the Director of Facilities will furnish a copy of the report to the protester and interested parties who have responded to the notice.

Comments on the report shall be filed by the protester and interested parties with the Director of Facilities within 5 days after receipt of the report. Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record, or to request an extension under this section within the 5-day period will result in dismissal of the protest.

Notwithstanding any other provision of this procedure, when on its face a protest does not state a valid basis for protest or is untimely, the Director of Facilities may summarily dismiss the protest. Among the protests which may be dismissed without consideration of the merits are those concerning the following:

1. GATRA's Procurement Procedures.
2. Contract Administration.
3. Affirmative Determination of Responsibility by the Director of Facilities. Because the determination that a proposer or offeror is capable of performing a contract is based in large measure on subjective judgments which generally are not readily susceptible of reasoned review, an affirmative determination of responsibility will not be reviewed, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsibility criteria in the solicitation were not met.
4. Determinations by GATRA of "minor informalities" in bids or proposals which can be waived by GATRA, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsiveness criteria in the solicitation were not met.
5. Affirmative determination by GATRA that a bid or proposal is responsive to GATRA's specifications, absent a showing that such determination was made fraudulently or in bad faith or that definitive specification criteria in the solicitation were not met.
6. Protests not filed within the time limits set forth above.
7. Subcontractor Protests. GATRA will not consider Subcontractor protests.
8. Judicial proceedings. GATRA will not consider protests where the matter involved is the subject of litigation before a court of competent jurisdiction, unless the court requests a decision by GATRA in accordance with these procedures. GATRA will not consider protests where the matter involved has been decided on the merits by a court of competent jurisdiction.

## **6. Withholding of Award and Suspension of Contract Performance**

When GATRA receives notice of a protest prior to award of a contract it may not award a contract under the protested procurement while the protest is pending unless the Director of Facilities determines in writing that urgent and compelling circumstances significantly affecting interests of GATRA will not permit waiting for the protest decision.

## **7. Conference Meeting**

A conference meeting on the merits of the protest may, at the sole discretion of the review panel, be held at the request of the protester or interested parties who have responded to the notice given above. Requests for a conference should be made at the earliest possible time in the protest proceeding.

Conferences will be held on a date set by the review panel no later than 5 days after receipt by the protester and interested parties of the review panel report. All interested parties shall be invited to attend. Ordinarily, only one conference will be held on a protest.

If any party refuses to attend such a conference, or a witness fails to attend or fails to answer a relevant question, the review panel may draw an inference unfavorable to the party refusing to cooperate.

The review panel may request that a conference be held if at any time during the protest proceeding it decides that such a conference is needed to clarify material issues. If such a conference is held the review panel shall make such adjustments in the submission deadlines as it determines to be fair to all parties.

Failure of the protester to file comments or to file a statement requesting that the case be decided on the existing record will result in dismissal of the protest.

## **8. Remedies**

If the review panel determines that a solicitation or proposed award does not comply with statute or regulation, it shall recommend that GATRA implement any combination of the following remedies which it deems appropriate under the circumstances:

1. Refrain from exercising options under the contract;
2. Re-compete the contract;
3. Issue a new solicitation;
4. Award a contract consistent with statute and regulation; or
5. Such other recommendations as the Director of Facilities determines necessary to promote compliance.

In determining the appropriate recommendation, the review panel shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the

competitive procurement system, the good faith of the parties, the extent of performance, cost to GATRA, the urgency of the procurement and the impact of the recommendation on GATRA's mission.

**9. Time for Decision by GATRA's Review Panel**

The review panel shall issue a final decision on a protest within 60 days from the date the protest is filed with it. The determination of GATRA regarding a protest will be final.

**10. Director of Facilities Involvement**

A Protester may ask GATRA Director of Facilities to review the decision made by GATRA Review Panel. Review of protests by the Director of Facilities will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest.

**11. FTA Involvement**

FTA Circular 4220.1F provides the following advice regarding appeals from GATRA's determination:

...A protester must exhaust all administrative remedies with the grantee (GATRA) before pursuing a protest with FTA. Review of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated in that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

**EXHIBIT B: PROPOSER QUESTIONNAIRE**

# PROPOSER QUESTIONNAIRE

GATRA RFP 2026-010

Proposer Name/Title: \_\_\_\_\_

Proposer Contact Info (address, phone, email): \_\_\_\_\_

Date: \_\_\_\_\_

Entity Federal Tax Identification Number: \_\_\_\_\_

Is Entity a:      Corporation (Y) (N)      Partnership (Y) (N)      Sole Proprietor (Y) (N)

Year Entity Was Established: \_\_\_\_\_

Current Locations and Operating Hours: \_\_\_\_\_

Have you ever had a prior relationship with the GATRA/GATRA as a vendor, employee, proposer, etc.?  
(Yes) (No). If so, please elaborate.

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Does any family member or related party work for your company or a company that will be providing services to the GATRA/GATRA? A proposer is required to disclose any "Related Party" that it may seek to use, engage, employ, or compensate, and receive reimbursement outside the fixed management fee during the contract period. (Yes) (No). If so, please elaborate.

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Have you or any of the Business Entity Owners in this endeavor ever been convicted for violations of federal, State, or local laws? (Yes) (No). If so, please elaborate.

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Have you, the Entity, or any of the Entity owners ever filed for bankruptcy (Yes) (No). If so, please elaborate.

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Are there any pending or recent lawsuits against the Entity, you, or the Entity Owners? (Yes) (No). If so, please elaborate.

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In the last three years, has your firm, director, or officer engaged in a lawsuit against any former or current client? If so, please list the client and the date of the suit.

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**I CERTIFY THAT THE STATEMENTS INCLUDED WITHIN THIS PROPOSAL AND ANY ATTACHMENTS ARE TRUE. I AUTHORIZE GATRA TO OBTAIN CREDIT INFORMATION FROM MY BANK, INSURANCE AGENCY, AND CREDIT REFERENCES.**

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Applicant's Signature

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Date

To Whom It May Concern:

I, the undersigned, hereby authorize release to the GATRA of any and all credit information concerning the individual, business, or organization listed below.

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Signature of Applicant

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Printed Name of Applicant

---

Title of Applicant

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Print Entity Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C: PRICE PROPOSAL FORM**

**EXHIBIT C: PRICE PROPOSAL FORM**

The undersigned respondent agrees to furnish all services which are subject to this RFP at the prices stated, and in conformance with all plans, specifications, requirements, conditions, and instructions of GATRA Request for proposal.

In response to the GATRA Request for proposal for Security Guard Services at the GATRA Terminals, I offer the following price proposal:

	Year I	Year II	Year III	Year IV	Year V
<b>Hourly Labor Rate (assume fully-loaded rate that includes all direct and non-direct costs)</b>	\$	\$	\$	\$	\$
<b>Hourly Supervisor/Management Rate (if separate from hourly rate above)</b>	\$	\$	\$	\$	\$
<b>Other Fees (Please Outline in detail)</b>	\$	\$	\$	\$	\$
<b>Total Fees</b>	\$	\$	\$	\$	\$

Respectfully Submitted:

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Company

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By

Title

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Business Address

## EXHIBIT D: TERMS AND CONDITIONS

## **TERMS AND CONDITIONS**

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The GATRA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to GATRA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this 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.

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 to the GATRA under 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. 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.

### **AUDITS AND ACCESS TO RECORDS AND REPORTS**

- a. Audit and Inspection. The Contractor shall permit the authorized representatives of the GATRA, U.S. Department of Transportation, the Massachusetts Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contract or relating to its performance and its subcontracts under this Contract from the date of the Contract and for three (3) years after completion or termination of the Contract.

- b. 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, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- c. 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.
- d. 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 in accordance with 2 CFR § 200.337.
- e. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## **FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein or by reference in the Agreement (Form FTA MA (21) dated October 1, 2014), as they may be amended or promulgated from time to time during the term of this contract, unless the Federal Government determines otherwise. The Contractor's failure to so comply shall constitute a material breach of this contract. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the GATRA requests which would cause the GATRA to be in violation of the FTA terms and conditions. The Contractor's failure to so comply shall constitute a breach of this Contract.

## **TERMINATION**

The contract may be terminated for reasons of the GATRA's convenience or Contractor's breach or insolvency. Notice of termination shall be accomplished by registered, certified or express mail.

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

- B. **Termination for Default or Cause.** 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 GATRA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid 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 GATRA 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, GATRA, 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.
- C. **Opportunity to Cure.** The GATRA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
- If the Contractor fails to remedy to the GATRA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the GATRA setting forth the nature of said breach or default, the GATRA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the GATRA from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- D. **Waiver of Remedies for any Breach.** In the event that the GATRA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the GATRA shall not limit the GATRA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- E. **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.

#### **CIVIL RIGHTS REQUIREMENTS**

- A. Title VI of the Civil Rights Act of 1964: During the performance of this contract, the Contractor and its subcontractors shall comply with all requirements prohibiting discrimination against any employee or applicant for employment on the basis of race, color, creed, sex, age, disability or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, 1685-88, with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial

Assistance," 49 C.F.R. Part 25; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102; Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332; Section 202 of the American With Disabilities Act of 1990, 42 U.S.C. 12132; Federal transit law at 49 U.S.C. 5332; and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49, C.F.R. Part 21, and any implementing requirements FTA may issue.

- B. Equal Employment Opportunity: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor and its subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* and any implementing requirements the FTA may issue. The Contractor and its subcontractors agree that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent. The Contractor and its subcontractors shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off 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.
- C. Non-discrimination on the Basis of Disability: The Contractor agrees to comply with all applicable requirements of the following federal laws and federal regulations pertaining to discrimination against seniors or individuals with disabilities. The federal laws include: American with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151*et seq.*

The federal regulations include:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulation, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39.
4. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
5. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
6. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 26;

7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.
11. Commonwealth of Massachusetts Non-Discrimination / Sexual Harassment Clause: Each bidder/proposer is requested to certify its compliance with the Commonwealth of Massachusetts's Non-Discrimination/Sexual Harassment Clause.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

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 GATRA's overall goal for DBE participation is 2.98%. A separate contract goal **has not** been established for this procurement.

The Contractor, subrecipient, 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 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, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor for future bidding as non-responsible.

Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The contractor will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

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 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.

## **INCORPORATION OF 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.

## **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 (U.S. OMB) “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, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. 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 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.

## **BREACH AND DISPUTE RESOLUTION**

### **A. Severability**

If any part of the Contract between the GATRA and the Successful Contractor is held invalid or unenforceable, it shall be revised so as to make it valid and enforceable, consistent with the intent of the

parties expressed in that provision. The other provisions of the Contract will remain in full force and effect.

- B. 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 Project Manager for the GATRA. 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 Executive Director. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- C. Performance During Dispute - Unless otherwise directed by the GATRA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- D. 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 any of his employees, agents, or others for those acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- E. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the GATRA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Commonwealth of Massachusetts.
- F. 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 or its representative 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.

## **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 subagreements 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.

## **LOBBYING**

### **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 nonappropriated 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.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that

loan insurance or guarantee.

**Certification and disclosure.**

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall 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 by such person under paragraphs (a) or (b) of this section. 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.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
  - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,
- Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section 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.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

### **CLEAN AIR**

For all contracts and subcontracts in excess of \$150,000, the Offeror and its Subcontractors agree 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 Offeror and its Subcontractors agree to report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities", refrain from using violating facilities and report each violation to the GATRA and the GATRA will, in turn, report each violation as required resulting from any project implementation activity of a Offeror or itself to the FTA and appropriate U.S. EPA Regional Office as provided in Section 114 of the Clean Air Act, as amended, 42 U.S.C. 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*

### **CLEAN WATER**

For all contracts and subcontracts in excess of \$150,000, the Offeror and its Subcontractors agree 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 Offeror and its Subcontractors agree to report the use of facilities placed or likely to be placed on EPA's "List of Violating Facilities", refrain from using violating facilities and report each violation to the GATRA and the GATRA will, in turn, report each violation as required resulting from any project implementation activity of a Offeror or itself to FTA and appropriate U.S. EPA Regional Office as provided for in Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*

### **FLY AMERICA REQUIREMENTS**

a) Definitions. As used in this clause—

- 1) "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.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) 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.

c) 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.

d) 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:

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]:

e) 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.

**ENERGY CONSERVATION**

Contractor agrees to recognize and comply with the mandatory standards and policies relating to energy efficiency that are contained in the Massachusetts State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6321 et seq. and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C."

**SAFE OPERATION OF MOTOR VEHICLES**

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-leased 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 the GATRA.

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 agreement.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. The GATRA and subrecipients are prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. See Public Law 115-232, section 889 for additional information.
- D. See also § 200.471.

## **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## **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. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

**EXHIBIT E: REQUIRED FORMS AND CERTIFICATIONS**

## GENERAL INFORMATION

GATRA RFP 2026-010

**(Must be completed and submitted with proposal)**

Name of Organization: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Organization is (check one):

Corporation  Partnership  Association

Joint Venture  Sole Proprietorship  Public Agency

Quasi-Public Agency

Other: (Explain): \_\_\_\_\_

Organization's Address: \_\_\_\_\_

\_\_\_\_\_

Name, Title, and Telephone Number of the Organization's Authorized Representative:

\_\_\_\_\_

\_\_\_\_\_

Acknowledgment of received Addenda No(s): \_\_\_\_\_

The undersigned, being cognizant of the pages, documents and Exhibits concerned herewith agrees to provide GATRA, with the services described in the Request for Proposals for Security Guard Services.

The proposer hereby affirms that this proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
THE PROPOSAL NON-RESPONSIVE)

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

*GATRA RFP 2026-010*

The undersigned hereby acknowledges receipt of the following addenda to the above referenced RFP:

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

Addendum Number: \_\_\_\_\_, dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Individual, Partnership, or Corporation

\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
THE PROPOSAL NON-RESPONSIVE)

## NON-COLLUSION AFFIDAVIT

*GATRA RFP 2026-010*

The Undersigned, having examined the Specifications, Standard Requirements and other documents and being familiar with the various conditions under which these services, equipment and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment, and services called for in the bid for the prices stated.

The Undersigned hereby certifies that this proposal is genuine and not a sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named, and that the Undersigned has not, directly induced or solicited any proposer to submit a sham bid or any other person, firm or corporation to refrain from bidding and that the Undersigned has not, in any manner, sought by collusion to secure for themselves an advantage over any other proposer.

\_\_\_\_\_  
Name of Individual, Partnership, or Corporation

\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
THE PROPOSAL NON-RESPONSIVE)

## LOBBYING CERTIFICATE

*GATRA RFP 2026-010*

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, continuation, renewal, 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, as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 \$10,000 and not more than \$100,000 for each such failure.

The proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the proposer understands and agrees that the provisions of 31 U.S.C. A3801, et. seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature and Title

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
THE PROPOSAL NON-RESPONSIVE)

## DEBARMENT CERTIFICATION

*GATRA RFP 2026-010*

The proposer hereby certifies to the best of its knowledge and belief that its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Commonwealth of Massachusetts, the Federal Government, or other states.
  
2. Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  
4. Have not within the preceding three-year period had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature and Title

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
THE PROPOSAL NON-RESPONSIVE)

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

*GATRA RFP 2026-010*

The Lower Tier Participant (potential sub-recipient under an FTA project, potential third-party proposer, or potential Subcontractor under a major third-party contract),  
(Name of Firm)\_\_\_\_\_certifies, by submission of this proposal, that neither it nor its “principals” as defined at 49 CFR, Part 29105(p), are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-recipient under an FTA project, potential third-party proposer, or potential Subcontractor under a major third-party contract),  
(Name of Firm)\_\_\_\_\_is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (potential sub-recipient under an FTA project, potential third-party proposer, or potential Subcontractor under a major third-party contract),  
(Name of Firm)\_\_\_\_\_certifies or affirms the truthfulness and accuracy of the contents on the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
THE PROPOSAL NON-RESPONSIVE)

## CIVIL RIGHTS / DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

GATRA RFP 2026-010

1. Policy. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have a level playing field to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
2. DBE Obligation. The supplier or proposer agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have a level playing field to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or proposers shall ensure that all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged and women business enterprises have a level playing field to compete for and perform contracts. Recipients and their proposers shall not discriminate on the basis of race, creed, color, national origin, age, sex, handicap, or disability in the award and performance of DOT-assisted contracts

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
THE PROPOSAL NON-RESPONSIVE)

# MASSACHUSETTS TAX CERTIFICATION

GATRA RFP 2026-010

Section 49A of Chapter 62C of the Massachusetts General Laws requires agencies and subdivisions of the Commonwealth to obtain the following certifications from providers who furnish goods, services, or real estate in excess of \$5,000.00 in any fiscal year.

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

Name of Organization: \_\_\_\_\_

Tax Identification Number of Organization: \_\_\_\_\_

Official Address of Organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
THE PROPOSAL NON-RESPONSIVE)

## PROPOSER CERTIFICATION OF UNDOCUMENTED WORKERS

GATRA RFP 2026-010

By signing this certification, the proposer certifies under the pains and penalties of perjury that the proposer shall not knowingly use undocumented workers in connection with the performance of the contract resulting from this solicitation; that pursuant to federal requirements, the proposer shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that the proposer shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such workers. The proposer understands and agrees that breach of any of these terms during the period of the contract may be regarded as a material breach, subjecting the proposer to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension, or contract termination.

Name of Organization: \_\_\_\_\_

Tax Identification Number of Organization: \_\_\_\_\_

Official Address of Organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
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## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

*GATRA RFP 2026-010*

The proposer acknowledges that the contract is subject to provisions including, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F and the master grant agreement between U.S. DOT, FTA, and the GATRA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The proposer shall not perform any act, fail to perform any act, or refuse to comply with any requests of the GATRA which would cause the GATRA to be in violation of the FTA terms and conditions.

Name of Organization: \_\_\_\_\_

Tax Identification Number of Organization: \_\_\_\_\_

Official Address of Organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER  
THE PROPOSAL NON-RESPONSIVE)

**EXHIBIT F: GATRA CODE OF CONDUCT**



# **GATRA**

## **CODE OF CONDUCT & Tips for Riding**

To ensure everyone has a safe and pleasant ride, respectful conduct towards other riders and the driver is expected at all times.

Drivers have the authority to ensure the safety and comfort of all riders.

- Open food/beverage containers and eating/drinking is prohibited while riding the bus.
- Smoking on the bus is prohibited by law.
- Music must be listened to with headphones and cell phone use should be limited.
- Strollers and shopping carts must be folded and removed from the aisle.
- Please keep your hands and head inside the bus and clear of opening and closing doors.
- Children 6 years and under must be accompanied by an adult.
- Service animals are always welcome on GATRA, but pets who are not fully contained in a carrier are not allowed.
- After boarding the bus please take your seat as soon as possible. If there is standing room only, make sure to stand behind the line and keep aisles clear.
- Designated seats in the front of the bus are prioritized for seniors or persons with a disability.
- Passengers can only bring what they can carry with them in one trip onto the vehicle. This includes groceries, packages, and any other personal items.

GATRA reserves the right to refuse transportation to any person under the influence of intoxicating beverages or drugs or to a person whose objectionable conduct or personal hygiene creates an unsafe environment for the driver or other riders.

Reasonable modifications to GATRA's policies or code of conduct due to a rider's disability can be requested. Call 774-226-1263 or visit [www.GATRA.org](http://www.GATRA.org) for more information.

Questions or Concerns? 800-483-2500