

**REQUEST FOR PROPOSALS (RFP)**  
**TO PROVIDE MANAGEMENT SERVICES**  
**FOR BOTH FIXED ROUTE AND DEMAND RESPONSE SERVICES and**  
**OPERATION OF MICROTRANSIT SERVICES**

The Greater Attleboro-Taunton Regional Transit Authority (GATRA) is soliciting proposals from qualified contractors to provide management and operation of GATRA's fixed-route public transportation bus service (hereinafter referred to as the "transit system") and demand-response service for the elderly and people with disabilities (hereinafter referred to as the "dial-a-ride system") in several communities as well as operation of microtransit services (hereinafter referred to as "GATRA Go"). The firm selected will have to be qualified to do business in the Commonwealth of Massachusetts and will be under contract with GATRA reporting directly to the GATRA Administrator and related staff.

The contract between GATRA and the selected firm will provide for reimbursement of all approved operating costs, plus a management fee for the operation of the transit and dial-a-ride systems and will have a cost per hour/per vehicle cost to operate GATRA Go services.

**A pre-proposal conference will be held virtually on June 9, 2026 at 10:00 am**, at which time more details of the service will be discussed. The link to the meeting will be furnished upon request to [karaujo@gatra.org](mailto:karaujo@gatra.org). All proposers are strongly encouraged to attend the Pre-Proposal Conference.

I. **AUTHORITY TRANSIT SERVICES**

The Greater Attleboro-Taunton Regional Transit Authority (GATRA) was created pursuant to the provisions of Chapter 161B of the Massachusetts General Laws of the Acts of 1973. The Authority is given general responsibility to develop, finance, and contract for the operation of mass transportation facilities and services within its territory. The territorial area of the Authority consists of the Cities of Attleboro and Taunton, and the Towns of Bellingham, Berkley, Carver, Dighton, Duxbury, Foxborough, Franklin, Halifax, Hanover, Kingston, Lakeville, Mansfield, Marshfield, Medway, Middleboro, Norfolk, North Attleboro, Norton, Pembroke, Plainville, Plymouth, Plympton, Raynham, Rehoboth, Scituate, Seekonk, Wareham, and Wrentham. The day-to-day affairs of the Authority are managed by an Administrator who is appointed by the Advisory Board. The Advisory Board consists of the Mayors of the Cities of Attleboro and Taunton and the Chairman, or their designees, of the Boards of Selectmen of member towns. GATRA oversees operations of demand response services in all of its thirty communities and fixed route bus services in the communities of Attleboro, Duxbury, Kingston, Marshfield, Medway, Middleboro, North Attleboro, Norton, Plainville, Plymouth, Raynham, Scituate, Seekonk, Taunton, and Wareham, as well as micro-transit services in the Towns of Franklin, Foxboro, Mansfield, Norfolk, Norton, Wrentham, Pembroke and south Plymouth.

II. Minimum RFP Responsiveness Requirements

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

- A. A minimum of three (3) years of work experience with transit operations.
- B. Submission of all required State and Federal certification forms found in Exhibit 2.
- C. Submission of Management Fee and Cost Proposal found in Exhibit 3.

III. Scope of Services

GATRA is seeking proposals from qualified companies to provide the daily management services required for the efficient operation of both the fixed route transit, demand response, and GATRA Go systems detailed below. The selected company will be responsible for maintaining all transit equipment, as well as all related facilities under policies, standards, and procedures established by GATRA and consistent with the transit industry in general. The firm will also assist GATRA in capital planning, preparation of technical specifications, bidding specifications, and capital project supervision. Qualified firms must be capable of providing professional management and operation services for all operations listed in this section.

A. Transit/Dial-a-Ride

- 1. Provide a resident General Manager, approved by GATRA, who shall be responsible for the overall operation of GATRA fixed route and dial-a-ride services. All services rendered by the General Manager will be reviewed and monitored by GATRA's Administrator and staff.
- 2. Ensure the following management level positions are fully staffed throughout the contract: Assistant General Manager, Comptroller, Human Resources, Fixed Route Dispatcher, Call Center Manager, Safety/Training, and Maintenance Manager.
- 3. Personnel related services consisting of employee hiring, compensation, labor relations, labor contract negotiations, discipline, and grievance administration. FTA mandated programs such as drug and alcohol testing are to be included.

The selected firm shall consider for employment all current employees of Kiessling of Attleboro, Inc., except the general manager. Kiessling of Attleboro, Inc. is the current management company for the transit and dial-a-ride services provided by GATRA. Presently, there is a labor union contract covering the employees who are represented by the Amalgamated Transit Union (ATU) Local 1548. The firm selected shall be solely responsible for the relationship with ATU Local 1548. The resident General Manager shall review all issues related to the collective bargaining agreements with the GATRA Administrator prior to commitment to agreements impacting GATRA policies or budget. The selected firm will conduct its business with the ATU Local 1548 in accordance with established labor-management laws and guidelines. The current bargaining

agreement for Local 1548 is attached for reference to this Request for Proposals as Exhibit 4.

The present management company for the transit and dial-a-ride systems, Kiessling of Attleboro Inc. employs 153 people, broken down as follows:

Full Time Fixed Route Drivers	41
Part Time Fixed Route Drivers	17
Full Time Dial-a-Ride Drivers	37
Part Time Dial-a-Ride Drivers	15
Full Time Maintenance Personnel	17
Part Time Maintenance Personnel	1
Full Time Office Personnel	15
Part Time Office Personnel	3
Full Time Managers	6

4. Financial management including budget preparation and control, cash flow management, disbursements, collections, and payroll. Worker's Comp. Insurance, accident investigation, claims management, and risk management for GATRA transit system and dial-a-ride system.

**B. GATRA Go**

1. The successful contractor will be required to provide all driver personnel and the capabilities of an administrative staff and call center to dispatch the microtransit services. The contractor should ensure that it will provide a sufficient number of drivers to provide the level of service agreed upon with GATRA, including periods of peak demand. All drivers must hold a valid driver's license providing legal authority to operate the specific service and vehicle types under the contract.
2. The company will be responsible for the daily collection of farebox revenue. The revenues to be generated through the fare collected will act as an offset to the price that GATRA will reimburse the company.
3. The successful company will be responsible for securing a suitable location to store and maintain vehicles, as well as to operate the day-to-day call taking/dispatching duties.
4. GATRA will provide vehicles to operate the service and will be responsible for paying for the fuel, either gas or diesel, for these vehicles as well as insurance. This should be taken into consideration when determining the proposed rate.

**C. General Requirements of the Successful Bidder**

1. Responsible for the development of training and safety programs for all personnel. Dial-a-ride personnel hired by the Councils on Aging in the communities referenced in this Request for Proposal will also be allowed to participate in the training programs at the GATRA facilities in Taunton and Wareham. FTA requirements with Americans with Disabilities Act (ADA) along with the Massachusetts "Right to Know Law" are to be included as well as any pertinent training to ensure a professional transit system.

2. Supervising and dispatching of all services; including daily scheduling of dial-a-ride and microtransit trips, overall system performance, monitoring ridership statistics and route planning.
  3. Service management including timetables, schedule analysis, evaluation of service levels, and participation with GATRA Administrative staff in service development activities.
  4. Customer relations and responding to complaints. Providing transportation information on GATRA telephone numbers for transit and dial-a-ride systems, which includes a TDD line for the hearing impaired. Monitoring calls on Sundays and holidays as required by ADA regulations.
  5. Revenue collection, handling, and security for all services. Suitable accounting measures must be instituted by the Company in order to insure that all fares are being collected and accounted for on a daily basis. GATRA will work with the company to insure that this process is established and meets the approval of GATRA.
  6. Management reporting to GATRA and to the state and federal governments. Compliance with FTA regulations, including preparation of NTD reports, administration of DBE/WBE, EEO, and Title VI procedures and programs, third party contracts, transit asset management, state of good repair, and drug and alcohol testing. Participation in preparing and updating federal programs and requirements such as ADA Plan Updates.
  7. GATRA shall be responsible for insurance coverage on GATRA owned vehicles utilized to operate the services as described above as well as coverage for buildings and equipment owned by GATRA for the operation of these services. However, the selected firm will be expected to have in place other suitable insurance coverage, such as workmen's compensation and general liability for the Contractor to protect itself in the conduct of this contract and for the daily operation of the noted services.
  8. GATRA will provide all paid advertising, printed timetables, marketing and promotion. The selected firm will work with GATRA to distribute and display these materials.
  9. The contract between GATRA and the selected management firm will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and with all applicable federal laws, rules and regulations.
- D. Operations: All operational data supplied is from our most recent fiscal year.
1. Fixed Route Transit- Current bus schedules are available on GATRA's website [www.gatra.org](http://www.gatra.org). This contract will be responsible for all fixed routes operated in the Attleboro/Taunton and Plymouth/Wareham Areas, with the exception of the Gateway Link, Downtown Middleborough Shuttle, Medway T Shuttle and the Wareham-New Bedford Connection.

*Service Statistics* - In fiscal year 2025 the fixed route services covered under this contract operated 1,262,610 revenue vehicle miles and had a ridership of 517,638.

*Fares* – Currently GATRA’s fixed route services are free through an agreement with the Commonwealth of Massachusetts through September 2026. If this is not extended, the cash fares are as follows: adults \$1.50; elderly, disabled, and students \$.75; children under 6 years of age are free. There are also a variety of pass programs.

*Equipment and Technology* – GATRA’s 36 fixed route vehicles are a mix of diesel and electric and are equipped with Navineo AVL/GPS systems and APCs.

*Special Events* - There is no definitive schedule for special events, so flexibility by the Company is needed to provide extra service from time to time when necessary.

2. *Dial-A-Ride Service* - Dial-A-Ride is GATRA’s demand response service provided to persons residing in its region who are aged 60 or older and persons who are living with a disability. ADA complementary paratransit service is also offered where fixed route service is available. The successful proposer would provide the daily operation of these services in the communities of Attleboro, Berkley, Dighton, North Attleboro, Norton, Plainville, Plympton, Plymouth, Raynham, Rehoboth, Seekonk, Taunton, and Wareham. The successful proposer would also provide ADA complementary transportation in the communities of Duxbury, Kingston, and Marshfield. The transportation program works on an advance call-in basis and is limited at this time to fulfilling local transportation needs. More information can be found on GATRA’s website [www.gatra.org](http://www.gatra.org).

*Service Statistics* - In fiscal year 2025 Dial-a-Ride service in the Cities of Taunton and Attleboro, and the Towns of Berkley, Dighton, Raynham, Rehoboth, North Attleboro, Seekonk and Norton operated 499,220 vehicle revenue miles with twenty-two lift-equipped vans or mini-buses. Service is provided 7 days per week and carries approximately 75,000 passengers annually. The hours of operation are from 6:00 AM to 8:30 PM Monday thru Friday. There is service provided on Saturday and Sunday on a more limited schedule.

The Wareham service currently operates three lift-equipped vans and minibuses averaging 70,000 revenue miles per year. Service is provided seven days a week and carries approximately 8,500 riders per year.

The Plymouth service, which includes a small microtransit component (GATRA Go Coastline) currently operates nine lift-equipped vans and minibuses

averaging 450,000 revenue miles per year. Service is provided seven days a week and carries approximately 50,000 riders per year.

*Fares* – Cash fares for dial-a-ride are as follows: one-way 1.75 and 10-ride pass for \$15.00. Complementary paratransit will be free along with the fixed route, however if fares are reinstated one-way cost is 3.00 and a 10-ride pass is \$25.00.

*Technology* – GATRA's demand response and microtransit vehicles dispatched using the Spare Software system.

3. *MicroTransit Service* – GATRA operates four Micro-Transit services using Spare Software for dispatching and scheduling

GATRA Go United: Operates in the Towns of Franklin, Foxboro, Mansfield, Norfolk, Norton, and Wrentham with twelve lift-equipped vans or mini-buses and currently operates 600,000 vehicle revenue miles per year. Service is provided 7 days per week and carries 85,000 passengers annually. The hours of operation are from 6:30 AM to 8:00 PM Monday thru Friday, Saturdays between 9:00AM and 8:00 PM, and Sundays between 9:00AM and 6:00PM. Also included in this service is long-distance medical transportation which operates into Boston and other major hubs throughout the week.

GATRA Go Explore: Operates in the Town of Pembroke Monday through Friday 7:00 AM – 6:00 PM with one lift-equipped van. This service averages 32,000 revenue miles per year and carries approximately 4,000 riders per year.

GATRA Go Seacoast: Operates in the Town of Scituate Monday through Friday 7:30 AM – 5:30 PM, and on Saturday and Sunday between the hours of 9:00AM and 5:00PM with one lift-equipped van. This service averages 40,000 revenue miles per year and carries approximately 8,000 riders per year.

GATRA Go Coastline: This service is operated in conjunction with the Plymouth dial-a-ride service and will be considered as part of the dial-a-ride system.

4. *Vehicle Maintenance* – Vehicle maintenance, cleanliness, including preventative maintenance program, general repairs, and rebuilding/rehabilitation programs of all GATRA owned vehicles and/or equipment is the responsibility of the selected firm. Maintenance and preventative maintenance of all equipment located in the bus maintenance facility (to include such items as the powerplant, compressors, bus washer, oil/water separators, underground storage tanks, etc.). Routine maintenance done by employees, as well as outside contract maintenance is to be considered. Maintain all records associated with the facility, including required permits and licenses issued by local, state and federal agencies. All equipment is owned by GATRA.

Purchasing and inventory control for the operation of the maintenance garage facility, the transit system and dial-a-ride system. Procuring contract maintenance for the facility and all equipment at the facility.

The Councils on Aging in the Towns of Bellingham, Carver, Duxbury, Hanover, Kingston, Lakeville, Marshfield, Medway, Middleboro, Norfolk, Pembroke, Plainville, Scituate, and Wrentham operate the dial-a-ride service in their respective communities. Forty-five lift-equipped vans operate approximately 485,000 vehicle revenue miles per year. Service is provided 5 days per week. The GATRA owned vehicles in use by these communities are currently maintained at the GATRA garage. Spare vehicles from the dial-a-ride fleet are available for the Councils to use when the Council's vehicles are being maintained at the GATRA maintenance facility.

State inspection services for all GATRA owned vehicles will also be the responsibility of the selected firm. GATRA currently owns the equipment to perform these inspections.

5. Facilities Maintenance – GATRA owns two maintenance facilities located in Taunton and Wareham where its fleet is maintained and stored. Both facilities have an administrative area for supervisory and driver personnel. Training rooms are available and equipped with training aids. There is some overlap of space and usage. The management and maintenance of this facility, in conjunction with the GATRA Infrastructure team, is the responsibility of the proposer.

#### IV. PROPOSAL CONTENT

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

1. Signed cover letter on official business letterhead to include the following:
  - a. Name of company, address, name of contact person, and phone number.
  - b. Describe the company, including its staff size and location of offices.
  - c. The signature of an official authorized to bind the proposer to all of the RFP's provisions.
2. Narrative description of the important issues involved in the operation of these services. Include enough substantive discussion to demonstrate an understanding and comprehension of GATRA's scope of services and objectives and familiarity with applicable laws, FTA regulations, rules, etc. Provide an operations plan the Company approach to the daily operation of service. Provide any additional information that may be useful to GATRA in evaluating the qualifications of the company.
3. Scope of Services, Approach and Schedule – Describe your approach for assuming operational control and implementing GATRA's Scope of Services as outlined in this RFP. Describe any optional services that the company may propose providing. If such

optional services are in addition to the fee quotation, indicate the basis for the charges. Include information about proposed facility for GATRA Go services.

4. Provide an organizational chart illustrating the proposed operations team to carry out the daily activities is to be included in the proposal. Names of personnel should be indicated on the chart and resumes provided, where applicable
5. Detailed resumes for the proposed general manager as well as any additional management personnel to be provided by the proposer.
6. Identify all operational, maintenance, and customer service performance measures that the firm proposes to use in the management of the transit system. Provide examples of where the firm has used these measures and specific benefits and/or cost savings that may result.
7. Provide a complete summary of the management firm's transit management knowledge, experience, employee training programs, and capability. Submit a statement of the firm's organizational structure, and technical and general management capabilities. Provide a list of three financial references.
8. Provide a list of at least three clients that may be contacted as references.
9. Provide the names and locations of transit systems previously managed by the firm where the management contract was either not renewed or cancelled within the last three years and provide an explanation for the nonrenewal or cancellation of said contract.
10. A detailed management fee cost for each year of the proposed five year contract to manage the transit and dial-a-ride systems. Management personnel shall be identified, as well as any and all additional fees or charges associated with the fee. For ease in the Authority evaluating the management fee, all fee proposals shall be submitted in the format as detailed in Exhibit 3.

A detailed operating budget will not be required with the submission; this will be discussed during the oral interviews. GATRA will provide all the equipment, facilities, and operating funds necessary for the operation of the transit and dial-a-ride systems. The management firm will be responsible for all costs associated with employment of the resident general manager and other personnel, subcontractors, and/or consultants (if any) necessary for the management of the transit and dial-a-ride service transportation systems. The firm will also be responsible for all corporate taxes, fees, and administrative expenses of the firm not directly related to the operation of the transit and dial-a-ride systems (as an example, but not limited to, corporate income taxes and the preparation of corporate tax returns).

#### V. EVALUATION PROCESS

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

The proposals will be evaluated using the following criteria:

1. Experience
  - a. Quality, extent and relevance of past and current project-related experience, education and training of proposed management personnel per the specifications contained in the RFP.
  - b. Quality, extent and relevance of past and current relevant experience of the company and proposed management personnel in labor relations and negotiating contracts with the labor union (ATU).
  - c. Quality, extent and relevance of current and prior relevant experience of the company in operating transportation systems.
  - d. Quality, extent and relevance of current and prior relevant experience of the company in transit vehicle maintenance and preventative maintenance planning.
  - e. Quality, extent and relevance of current and prior relevant experience of the company in facilities management and maintenance. As well as experience with the management of a maintenance facility (power plant, equipment, underground storage tanks, etc.)
  - f. Quality, extent and relevance of current and prior relevant experience of the company with FTA and State regulations and reporting requirements, as well as relations with the local political environment.
2. Quality of Proposal
  - a. Degree to which proposal reflects understanding and comprehension of the RFP's scope and objectives.
  - b. Quality of proposer's resources relative to the needs of the project and the RFP's specifications.
3. Scope of Services, Approach and Schedule
  - a. Acceptance of RFP's scope of services; acceptance of alternative scope of service work items.
  - b. Quality and appropriateness of approach for accomplishing objectives; initiative and creativity of proposer.
4. Technical Qualifications of the Company:
  - a. General qualifications of management team to operate service.
  - b. Reputation of the company as determined from client reference.
  - c. Experience with applicable Massachusetts transit/public safety/environmental laws and procedures.
  - d. Financial integrity of the company
5. Management Fee/Per Hour Cost Evaluation

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

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

VI. CONTRACT NEGOTIATIONS

All proposals received from responsive proposers will be evaluated according to the Evaluation Criteria stated above. The Authority may select based on the original proposals and interviews, without negotiation with any proposer.

1. If, as a result of the evaluation of the proposals, the Authority determines that more than one proposer is within a competitive range, it will negotiate with all proposers within the competitive range - that is, with all proposers that the Authority determines have a reasonable chance of being selected for award based on the professional and technical elements of their proposals and the results of the interviews.
2. Upon completion of the negotiations, the Administrator will make the final approval. A notice of award will be issued to the successful proposer. All other proposers will be notified of the outcome of the selection process.

VII. ADMINISTRATIVE SPECIFICATIONS

A. Proposal Submission

Proposals should be emailed to Stacy Forte, Chief Operating Officer, (sforte@gatra.org) and be titled "(Name of Firm) Proposal to Provide Management Services. The deadline for submissions is **2:00 p.m. Thursday July 2, 2026**. Proposals received after the above noted deadline will not be considered. Issuance of the Request for Proposal does not commit the Authority to award a contract, to pay any costs incurred in preparation of the proposal, or to contract for services or supplies. The Authority reserves the right to reject any and all proposals, in whole or in part, to waive any formalities, and to re-advertise or to discontinue this process without prejudice.

Attached to this proposal are the required compliance certifications, forms and regulations. All certifications and required forms must be submitted with each proposal. The certifications and required forms are listed below and are found in Exhibit 2:

- Addendum Page
- Completeness of Proposal
- Statement of Proposer's Qualifications
- Certification Regarding Debarment, Suspension, and other Responsibility Matters
- Non-Collusion Affidavit
- Requirement of Revenue Enforcement and Protection Program, Commonwealth of Massachusetts
- Certification Regarding Lobbying
- Equal Employment Opportunity Certification
- Special Requirements and Conditions
- Implementation of Clean Air Act

Implementation of Clean Water Act  
Contractor's Certification Child Care Compliance

B. GATRA's Rights to Proposals

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

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

C. Inquiries and Information

All questions concerning this solicitation must be directed only to Kylie Araujo by email at [karaujo@gatra.org](mailto:karaujo@gatra.org). The last date to submit questions for this solicitation is 5:00 pm, Friday, June 26, 2026. Should a company be unable to communicate via e-mail, all questions must be submitted in writing and mailed or faxed to:

Greater Attleboro-Taunton Regional  
Transit Authority  
10 Oak Street, 2<sup>nd</sup> Floor

Taunton, MA 02780  
Attention: Kylie Araujo  
Fax: 508-824-3474

D. Protest Procedure

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

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

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

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

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

Complete Protest Procedures may be obtained from GATRA, 10 Oak Street 2<sup>nd</sup> Floor, Taunton, MA 02780, Tele: 508-823-8828, Ext. 273, [sforte@gatra.org](mailto:sforte@gatra.org).

# EXHIBIT 1

PROCUREMENT NAME

DATE:

## REQUIRED FEDERAL CLAUSES

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

- A. Access To Records and Reports
- B. Civil Rights and Equal Opportunity
- C. Energy Conservation
- D. Federal Changes
- E. Incorporation Of Federal Transit Administration (FTA) Terms
- F. No Government Obligation to Third Parties
- G. Notice to Third Party Participants
- H. Program Fraud and False or Fraudulent Statements and Related Acts
- I. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment
- J. Safe Operation of Motor Vehicles
- K. Trafficking in Persons
- L. Procurement Of Recovered Materials
- M. Termination
  - 1. *Termination for Convenience (General Provision)*
  - 2. *Termination for Default [Breach or Cause] (General Provision)*
  - 3. *Opportunity to Cure (General Provision)*
  - 4. *Waiver of Remedies for any Breach*
  - 5. *Termination for Convenience (Professional or Transit Service Contracts)*
  - 6. *Termination for Default (Supplies and Service)*
  - 7. *Termination for Default (Transportation Services)*
  - 8. *Termination for Default (Construction)*
  - 9. *Termination for Convenience or Default (Architect and Engineering)*
  - 10. *Termination for Convenience or Default (Cost-Type Contracts)*
- N. Debarment And Suspension
- O. Federal Tax Liability & Recent Felony Convictions
- P. Notification To FTA
- Q. Restrictions on Lobbying
- R. Contract Work Hours and Safety Standards Act
- S. Buy America Requirements
- T. Clean Air Act and Federal Water Pollution Control Act
- U. Cargo Preference Requirements
- V. Fly America
- W. Violation And Breach of Contract

*If Contractor is using Subcontractors*

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

*If Project is for Construction Activities*

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

## **A. ACCESS TO RECORDS AND REPORTS**

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

## **B. CIVIL RIGHTS AND EQUAL OPPORTUNITY**

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

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

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

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

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

### **C. ENERGY CONSERVATION**

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

### **D. FEDERAL CHANGES**

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **E. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

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

The Agency (GATRA) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **G. NOTICE TO THIRD PARTY PARTICIPANTS**

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

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

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

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

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

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also 2 CFR § 200.471.

## **J. SAFE OPERATION OF MOTOR VEHICLES**

### *1. Seat Belt Use*

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

### *2. Distracted Driving*

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

## **K. TRAFFICKING IN PERSONS**

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

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

## ***Contracts Exceeding \$10,000***

## **L. PROCUREMENT OF RECOVERED MATERIALS**

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

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

## **M. TERMINATION**

### *1. Termination for Convenience (General Provision)*

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

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

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

## *3. Opportunity to Cure (General Provision)*

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

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

## *4. Waiver of Remedies for any Breach*

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

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

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

## *6. Termination for Default (Supplies and Service)*

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

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

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

## *7. Termination for Default (Transportation Services)*

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

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

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

## *8. Termination for Default (Construction)*

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

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

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

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

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

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

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

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

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

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

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

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

**Contracts Exceeding \$25,000**

**N. DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

**O. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

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

**P. NOTIFICATION TO FTA**

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

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

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

***Contracts Exceeding \$100,000***

**Q. RESTRICTIONS ON LOBBYING**

*1. Conditions on Use of Funds:*

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

## 2. *Certification and Disclosure:*

GATRA receives federal grants from the FTA and federal subgrants from MassDOT. As such GATRA as an agency is required to file a certification, and a disclosure form (if required), with each federal grant awarded to GATRA that exceeds \$100,000 or more. The requirement to file said certifications and disclosure forms apply to each tier below GATRA. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Agency. This means that every contractor and subcontractor who bids on a federally funded project with GATRA must abide by these same regulations.

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

## **R. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

### **Compliance with the Contract Work Hours and Safety Standards Act:**

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

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

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

### **Contracts Exceeding \$150,000**

#### **S. BUY AMERICA REQUIREMENTS**

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

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

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

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

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

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

#### **2. Waivers:**

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

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

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

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

### 3. Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>46</sup>—that is or consists primarily of:

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

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

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

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

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

## T. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

amounts in excess of \$150,000:

### 1. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### 2. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

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

### **U. CARGO PREFERENCE REQUIREMENTS**

The contractor agrees:

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

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

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

## **V. FLY AMERICA**

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

## ***Contracts Exceeding \$250,000***

### **W. VIOLATION AND BREACH OF CONTRACT**

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

#### ***1. Disputes***

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of GATRA's Administrator. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

#### ***2. Performance During Dispute***

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

#### ***3. Claims for Damages***

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

#### ***4. Remedies***

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

#### ***5. Rights and Remedies***

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

## ***Contracts Involving Subcontractors***

### **X. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

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

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

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

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

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

#### **Y. PROMPT PAYMENT**

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

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

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

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

*both DBE and non-DBE subcontracts.*

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

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

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

### ***Contracts Involving Construction Activities***

#### **Z. AMERICANS WITH DISABILITIES ACT (ADA)**

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

#### **AA. BOND REQUIREMENTS**

##### ***1. Bid Guarantee:***

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

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

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

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

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

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

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

### *2. Performance Guarantee:*

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

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

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

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

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

### *3. Payment Bonds:*

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

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

## **BB. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT**

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

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

construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

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

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

1. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

### **CC. EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION CONTRACTS**

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

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

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

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

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

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

7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:
  - a. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

#### **DD. SEISMIC SAFETY**

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

#### **EE. VETERANS HIRING PREFERENCE**

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

## EXHIBIT 2

### REQUIRED FEDERAL AND STATE REGULATIONS, COMPLIANCE CERTIFICATIONS, AND FORMS

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

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

**ADDENDUM PAGE**

The undersigned acknowledges receipt of the following addenda to the Proposal documents (give number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered not responsive to the invitation, which would require rejection of the Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

*COMPLETENESS OF BID/PROPOSAL*

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

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

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

---

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

---

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

---

Telephone # \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signed by: Name and Title

DATE: \_\_\_\_\_

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

1. By signing and submitting this bid or proposal, the prospective lower-tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GATRA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to GATRA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact GATRA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by GATRA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

By \_\_\_\_\_  
Name Title  
\_\_\_\_\_  
Company Date

GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn,

deposes and says that he/she is \_\_\_\_\_

(a partner or officer of the firm of)

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

Signature of:

\_\_\_\_\_  
Name if the proposer/bidder is an individual

\_\_\_\_\_  
Partner if the proposer/bidder is a partnership

\_\_\_\_\_  
Officer if the proposer/bidder is a corporation

SUBSCRIBED AND SWORN TO before me on this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature – Notary Public

My Commission expires \_\_\_\_\_

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

**CERTIFICATE**

**REQUIREMENT OF REVENUE ENFORCEMENT AND PROTECTION PROGRAM  
COMMONWEALTH OF MASSACHUSETTS**

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

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

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

**REQUIRED ATTESTATION CLAUSE**

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

\_\_\_\_\_  
\*\*Social Security Number of  
Federal Identification No.

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

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

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

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

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization/Company

**GREATER ATTLEBORO-TAUNTON REGIONAL TRANSIT AUTHORITY**

**CERTIFICATE**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

---

FIRM

---

SIGNATURE

---

ADDRESS

---

NAME

---

TITLE

---

TELEPHONE NO.

---

DATE

**CERTIFICATE**

**IMPLEMENTATION OF CLEAN AIR ACT**

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

1. That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L 91-604), Executive Order 11738, and regulations in implementation thereof (40 C.F.R., Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 C.F.R. 15.20.
  
2. That the Greater Attleboro-Taunton Regional Transit Authority will be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**CERTIFICATE**

**IMPLEMENTATION OF CLEAN WATER REQUIREMENTS**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# MEMO

TO: All Service Providers

FROM: Francis J. Gay, Administrator

DATE: August 13, 1992

SUBJECT: CHAPTER 521 IMPLEMENTATION

---

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

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

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

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

**COMMONWEALTH OF MASSACHUSETTS  
IMPORTANT NOTICE TO ALL VENDORS AND CONTRACTORS**

---

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

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

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

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

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

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

**CONTRACTORS CERTIFICATION  
CHILD CARE COMPLIANCE**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Please print or type)

\_\_\_\_\_  
Date

**EXHIBIT 3 - 1**

**MANAGEMENT FEE BREAKDOWN**

Year 1	Year 2	Year 3	Year 4	Year 5
2027	2028	2029	2030	2031

**Resident Manager:**

Salary				
Benefits				
Statutory				
Pension				
Health/Welfare				

**Subtotal**

**Expenses:**

Automobile				
RGM Relocation				
Travel				
Dues & Subscriptions				
Other				

**Subtotal**

**Total Fee**

**EXHIBIT 3-2**

PRICE PROPOSAL FORM GATRA Go Services

TO: Greater Attleboro-Taunton Regional Transit Authority (GATRA)  
10 Oak Street, 2<sup>nd</sup> Floor  
Taunton, MA 02780

The undersigned hereby offers and agrees to furnish the following service in accordance with the specifications on file at the office of the Administrator of the Greater Attleboro-Taunton Regional Transit Authority (GATRA), 10 Oak Street 2<sup>nd</sup> Floor, Taunton, MA 02780, copies which are attached hereto.

COST PER HOUR/PER VEHICLE TO OPERATE  
GATRA Go SERVICE

\$ \_\_\_\_\_  
Per hour/  
Per vehicle

The undersigned further agrees to supply any evidence or certificate of its existence, good standing or authorization to make this proposal or enter into any contract resulting therefrom reasonably requested by GATRA and that its failure to supply the same shall render this proposal unresponsive.

The undersigned understands and agrees that if the proposal is made conditional in any way, or is other than an unequivocal offer to furnish the service, GATRA may regard the same as unresponsive, if, in its sole discretion, deems it is its best interest to do so. The undersigned agrees that all required company information and garaging location have been addressed in accordance with the required information to be submitted as part of the proposal.

NAME OF COMPANY \_\_\_\_\_

ADDRESS OF COMPANY \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# AGREEMENT

*between*

KIESSLING OF ATTLEBORO



*and*

LOCAL 1548

AMALGAMATED TRANSIT UNION



July 1, 2025 thru JUNE 30, 2028

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NOTE: Any references to business days shall exclude Saturdays, Sundays, and Holidays.

## AGREEMENT

Articles of Agreement made and entered into as of the first (1st) day of July 2025 by and between Kiessling of Attleboro, hereinafter Company or Employer, and Local 1548 of the Amalgamated Transit Union, hereinafter called the Union.

**WITNESSETH:** That the purpose and intent of this Agreement is to provide a working understanding between the Union for those employees of the Company whom it represents and the Company, each through its duly accredited officers; to provide as satisfactory services to the public as possible; to provide as good working conditions for said members as possible; to properly protect the interests of the Company and to provide that in the operation of the Company and respecting the relations to exist during the term of this Agreement between the Company and those of its employees who, during the life of this Agreement, are employed and are in the bargaining unit represented by said Union, both parties hereunto mutually agree.

### ARTICLE (1) – RECOGNITION

- A. The Company recognizes the Union as the sole and exclusive bargaining agent for all of its Full-time and Part-time Drivers, Call-Taker, and Dispatcher/Scheduler, Maintenance and Utility employed by the Company contracted to provide management services for the Greater Attleboro and Taunton Regional Transit Authority (GATRA) but excluding all other employees, guards, managers, and supervisors as defined in the National Labor Relations Act.
- B. The Company's recognition of the Union and the terms of this Agreement shall be binding upon the Company.

### ARTICLE (2) - UNION SECURITY

- A. All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required, as a condition of employment, to maintain their Union membership to the extent of paying membership dues and assessments uniformly required of all members during the life of this Agreement.
- B. All present employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall be required to become members of the Union upon completion of ninety-one (91)

calendar days of employment and, as a condition of employment, shall thereafter maintain their Union membership to the extent of paying initiation fees, membership dues and assessments uniformly required of all members during the life of this Agreement.

- C.** All Full-time and Part-time employees hired after the effective date of this Agreement shall, after ninety-one (91) calendar days of employment, as a condition of employment, become and remain members in good standing in the Union to the extent of paying initiation fees, membership dues and assessments uniformly required of all Union members.
- D.** The Company agrees to check off on a weekly basis the weekly dues, initiation fees and assessments of all employees who have authorized such check-off in writing. Any funds checked off shall be remitted to the Union no later than two (2) weeks by direct deposit. In the event any employee does not receive any pay on any pay day for any reason whatsoever, the Company shall not have any responsibility to deduct such dues or assessments, but the individual must make arrangements with the Union for the payment of the required dues or assessments. In the event any employee is on vacation, out ill or otherwise not entitled to pay on said payday, he or she must likewise arrange to pay their dues directly to the Union.
- E.** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Company in compliance with this Article and in reliance upon authorization cards furnished to the Company by the Union or any of its elected officers or for the purpose of complying with any of the provisions of the Article; normally the Union's Financial/Secretary-Treasurer shall supply the authorization cards to the Company.
- F.** Any person hired on a Full-time or Part-time basis after the effective date of this Agreement, shall, for a period of ninety-one (91) calendar days from the commencement of such employment, be considered on a probationary basis. The Probationary period may be extended by mutual agreement between the Union and the Company with notice to the Union for an additional thirty (30) calendar days, if deemed necessary by the Company. In the event a Part-time employee is promoted to the bottom of the Full-time Seniority List in the same classification, the operator will not be on a probationary basis although the operator will work another ninety-one (91) days to obtain applicable benefits.

- G. The Company's right to discipline, terminate or layoff a probationary employee shall not be subject to the grievance or arbitration procedure.
- H. The Company shall train and qualify each driver and maintenance personnel to drive all types and models of Company equipment during their probationary period. If a driver or maintenance personal, in the sole discretion and judgment of the Company, has not qualified to operate any particular types or models of buses, they shall not be permitted to operate said types or models until they have been qualified in the sole discretion and judgment of the Company.
- I. During the employee's first week of orientation/training period, a Union Representative selected by the Union President, shall be given the opportunity to address the new trainees for a period not to exceed thirty (30) minutes, for the purpose of introducing them to the Union.

### **ARTICLE (3) - MANAGEMENT RIGHTS**

The Union recognizes that the Company has the exclusive right to set its policies; to manage its business in the light of experience, good business judgment and changing conditions; to determine the amount of service to be run at any and all times; to decide the number and locations of its places of business; to decide all equipment and tools to be used; to require reasonable overtime; to maintain order and efficiency in its operation; to hire, layoff and promote employees; to direct the working forces; to determine the number of its employees at any time; to determine the qualifications for and to select its managerial forces and all new employees; to determine job content; to decide the method and manner of operation; to determine hours, schedules, and assignments of work and work tasks, to make reasonable rules and regulations governing the operation of its business not in conflict with this Agreement, as it may from time to time deem the best for maintaining order, safety and / or effective operation of its business; to make reasonable rules and regulations governing the conduct of its employees; to enforce discipline for violations of rules and other misconduct; to suspend or discharge its employees for cause.

### **ARTICLE (4) – DISCIPLINE**

- A. The Company may discipline employees for just cause only. The Company will provide the employee and the Union with a copy of all written discipline within ten (10) working days. The employee should acknowledge receipt of the discipline by signing and dating the disciplinary notice. The employee may

provide written comments to the discipline, which will be placed in the employee's personnel file. Employees shall cooperate fully in any investigation.

- B.** The Company may remove an employee from service with pay for the purpose of conducting an investigation. The Company agrees that during the disciplinary and grievance process the employee concerned and the Union Representative, if an employee, shall remain on paid status, as regularly scheduled, if required to meet with the Company while on work time. Time off without pay shall be permitted in case of arbitration.
- C.** 1). No unsubstantiated hearsay, rumors or similar material shall be retained by the Company and placed in the employee's HR file, reflecting adversely upon any employee, unless such material has been investigated by the Company and the Company has determined that such discipline is based on just cause. No entry or material adverse to the reputation or merit of the employee shall be retained by the Company unless a copy of such adverse entry or material is shared with the employee and the Union office after its receipt by the Company, and prior to the imposition of any disciplinary action. The Company's use of Technology that includes but is not limited to video, audio, or other electric monitoring devices to discipline an employee shall be governed by the provisions of Article (32) Use of Technology, in this Agreement.
- 2). The employee shall be permitted at any time during regular office hours upon giving reasonable notice to management, to inspect his or her personnel file. He/she may also authorize a Union Representative in writing to also inspect his/her personal file. Such written notice shall be provided to the Company prior to the Union Representative inspecting such file. Employee commendations shall be placed in his/her personal file and a copy supplied to the employee and Union office.
- D.** A manager or supervisor will perform all disciplinary processes. The Manager or Supervisor to whom the individual is requested to report, shall meet with the employee and, if requested by the employee, the employee's union representative prior to any meeting for which the employee believes will lead to discipline or any other disciplinary meeting.
- E.** If the Company proceeds with the disciplinary process, the Company shall provide written notice to the employee and the Union. Such notice shall state the nature of the offence with which the employee is being charged. Upon the employees' or Unions' receipt of such notice, the employee or the Union may request a review of the charges with the General Manager or Assistant General Manager to be held within

a five (5) business days' period of receipt of such notice. The employee charged shall attend all meetings, which may result in disciplinary action. All evidence, including video recordings regarding the proposed discipline shall be given to the Union when the Union requests arbitration.

F. Any violation of posted and/or written Company rules, policies and/or procedures may result in disciplinary action. With the exception of a serious infraction which includes Class 1 infraction in accordance with the Employee Performance Code, each infraction of a rule, policy or procedure which includes Class 3, Class 4 and Class 5 infraction as defined in the Employee Performance Code as well as other violations of Company rules, policies and/or procedures may result in progressive disciplinary action being taken by the Company as listed below:

- First violation: Written warning.
- Second violation: Suspension up to two (2) unpaid days. Lesser discipline may be imposed at the sole discretion of the Company.
- Third Violation: Suspension up to five (5) unpaid days. Lesser discipline may be imposed at the sole discretion of the Company.
- Fourth Violation: Suspension up to thirty (30) unpaid days. Lesser discipline may be imposed at the sole discretion of the Company.
- Fifth Violation: Termination. Lesser discipline may be imposed at the sole discretion of the Company.

Class 2 infractions as defined in the Employee Performance Code may result in progressive disciplinary action being taken by the Company as listed below.

- First violation: Suspension of up to two (2) unpaid days. Lesser discipline may be imposed at the sole discretion of the Company.
- Second violation: Suspension of up to five (5) unpaid days. Lesser discipline may be imposed at the sole discretion of the Company.
- Third violation: Suspension of up to thirty (30) unpaid days. Lesser discipline may be imposed at the sole discretion of the Company.
- Fourth violation: Termination. Lesser discipline may be imposed at the sole discretion of the Company.

- G. When a Holiday falls during the suspension period, the employee will not be paid for the Holiday. No two (2) day suspensions will be scheduled on a holiday.
- H. Discipline will be for a particular violations of a law, regulation rule, policy and/or procedure..
- I. Certain infractions may be just cause for the immediate discharge of an employee, although the Company may impose, at its sole discretion, a lesser penalty.
- J. Pedestrian strikes may result in termination on the first offense pending investigation.

#### **ARTICLE (5) - GRIEVANCE AND ARBITRATION**

- A. The purpose of this provision is to establish a procedure for the settlement of any grievance between an employee, the Union, and the Company based upon provisions contained within the contract. Whenever used in this Agreement, the term "grievance" shall mean any difference or dispute arising in connection with the interpretation, application, or express violation of the provisions of this Agreement.
- B. Employees being suspended shall serve the suspension upon completion of the investigation. Should the discipline be overturned in the grievance procedure, the employee will be made whole for any time lost. However, this does not preclude management's ability to remove from revenue service for the purposes of training, retraining and or refresher training.

#### **STEPS OF THE GRIEVANCE PROCEDURE ARE AS FOLLOWS:**

- C. Prior to the submission of a grievance at Step 1, the employee, with or without his or her Union Representative shall meet with his or her immediate Supervisor/Manager in an effort to resolve the matter. Should the matter not be resolved informally, the matter may be referred to the grievance steps below.
  - 1) **Step 1:** An aggrieved employee, with his or her Union Representative, shall take the grievance to his or her department head within seven (7) business days after the circumstances giving rise to the grievance first occurred. The grievance shall be in writing. The department head shall give his or her answer within seven (7) business days. The answer shall be in writing. Saturdays, Sundays and Holidays

shall not be calculated as days counted in any of the steps.

- 2) **Step 2:** If a satisfactory adjustment is not reached with the Department Head the Union shall reduce the grievance to writing and present it to the General Manager or his or her designee within ten (10) business days after receipt of the answer in Step 1. A meeting of the Company and Union Representatives will be held within ten (10) business days after receipt of the grievance, unless otherwise mutually agreed to extend the time limit. A written decision by the General Manager or his or her designee shall be rendered within ten (10) business days after said meeting is completed. The Company's Step 2 decision shall be sent to the Union President by email or fax, or time-stamped with receipt acknowledged by a Union Official.
- 3) **Step 3:** In the event that the answer of the General Manager or designee does not resolve the grievance, there may be, by mutual agreement of the parties, an intermediate non-binding "grievance mediation" step in an attempt to resolve the matter prior to arbitration. Such mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS). If such mediation is conducted, further time limits shall be suspended (not to exceed fourteen (14) business days) during which time grievance mediation shall take place based upon a mediator's availability. In the event the grievance is not resolved as a result of mediation either party may within thirty (30) business days from the conclusion of the grievance mediation refer the grievance to arbitration. Each party shall bear their own costs of mediation. The costs of mediation, including the costs of FMCS and the mediator's fees, shall be split equally.
- 4) **Step 4:** If settlement is not reached in Step 3, either party may by written notice to the other party submit the grievance to arbitration. The party filing the grievance shall, with the written notice, submit a list of five (5) persons agreeable to it to serve as an arbitrator. If the other party does not select one of the names on the list it shall, within fifteen (15) business days thereafter, submit a list of five (5) persons agreeable to it, to the party filing the grievance. In the event agreement cannot be reached on the selection of an arbitrator within fifteen (15) business days, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either party to submit a list of five (5) arbitrators from which the arbitrator shall be selected by mutual agreement of the Company and the Union. The parties will flip a coin to determine who strikes first. The parties will then strike from the panel until there is a single-arbitrator.

D. Whenever possible, the arbitrator shall render his or her award within (30) business days after the date

on which the hearing is declared closed. However, the inability of the arbitrator to render his or her award within that time period shall not affect the validity of the award when rendered. The decision of the arbitrator shall be submitted in writing to the Company and Union and shall be binding upon both parties during the term of this Agreement, except that the arbitrator shall have no authority to add, subtract from, modify, change or disregard any of the terms or provisions of this Agreement. Each party shall bear their own costs of arbitration. The costs of arbitration, including the costs of FMCS and the arbitrator's fees, shall be split equally.

- E. It is the intent of the parties that the time limits provided for herein be strictly adhered to. Exceptions to the foregoing shall be made only upon the mutual agreement of the parties in writing.
- F. In the absence of any such written mutual agreement to extend the foregoing time limits, the failure of the Union to process a grievance within the above time limits shall constitute a waiver of that particular grievance, and it shall be processed no further. In the absence of any such written mutual agreement to extend the foregoing time limits, the failure of the Company to schedule a meeting or to provide a written answer within the above time limits shall constitute acceptance of that particular grievance and settlement desired. Any such constructive waiver or acceptance shall be applicable to that particular grievance only and shall be without precedent or prejudice to the position of either the Company or the Union in any future grievance.
- G. In the case of the suspension or discharge of an employee, the reasons for such suspension or discharge shall be given to the employee in writing within three (3) business days after the decision to suspend or discharge, and a copy shall be simultaneously provided to the Union. No disciplinary action shall be based solely upon an anonymous complaint. No complaint made against an employee by any non-supervisory representative of the Company, any passenger, any member of the public or any other person may be used for the purpose of disciplining or reprimanding an employee in any way unless the employee has been provided with the nature of the complaint by the Company as soon as possible after its receipt and unless he or she has been given an opportunity to supply a written response to it. The period for the filing of a grievance protesting the suspension or discharge shall commence with the receipt of the written statement of the reasons, therefore. If possible, any disciplinary meetings will be held during an employee's layover time or so as not to interfere with his or her earnings opportunity.

- H.** Discipline, up to and including discharge, will be for just cause. The right of appeal from suspension or discharge to arbitration shall be limited solely to the right of appeal by the Union and not by the individual employee who shall have the right only through the Union. However, this shall not prevent an individual employee from instituting a grievance to protest his or her suspension or discharge.
- I.** An employee who feels unjustly treated or accused by an order or direction to perform a task from a Supervisor/Manager shall not refuse to perform the task but shall perform the task and then submit a grievance for resolution. Otherwise, a refusal may be grounds for discharge.
- J.** A copy of the existing Company Rules and Regulations shall be provided to the Union and to each member of the bargaining unit. No changes in or additions to such rules shall be made without prior advance notification to the Union and an opportunity to discuss the proposed change.
- K.** A violation of Company Rules or Regulations shall be void after twelve (12) months for disciplinary purposes with the exception of chargeable accidents and safety infractions, which will become void after a period of twenty-four (24) months.
- L.** When an employee is involved in an accident, the Designated Company Representative shall make a determination as to the chargeability of the accident based on the information in the accident report and the Company's investigation. The employee shall have the right to appeal this decision by referring the decision to an Accident Review Committee; by notifying the Company and the Union in writing within seven (7) business days of the day he is notified of the Company's determination and the appeal shall be heard as soon as possible by the Accident Review Committee (ARC). The Accident Review Committee (ARC), consisting of two (2) Union Representatives and two (2) Company Representatives excluding the Company Representative who made the original determination on the case, shall make their determination of chargeability based on the written and/or oral information presented at the hearing. This decision shall be final and binding on both parties and not subject to arbitration. In case of a tie vote, the Union Designee and the Company Designee shall, within seven (7) business days of receiving the Accident Review Committee's (ARC's) finding, forward the case to an agreed upon neutral Safety Representative for a determination. The neutral Safety Representative's decision shall be final and binding on both parties and

shall not be subject to arbitration. The costs associated with the neutral Safety Representative shall be shared equally between the Union and the Company.

#### ARTICLE (6) – SENIORITY

- A.** Seniority shall be determined by the length of continuous service with the Company or its predecessor company(s) in each classification. Layoffs on either seniority list shall be in reverse order of seniority starting first (1<sup>st</sup>) with Part-time employees and then Full-time employees. Recall will be by seniority starting with Full-time employees. In the event a layoff affects a Full-time employee, work that is being performed by Part time employees will be made available to the Full-time employee through a system wide bid. Full-time employee's fringe benefits will continue if the Full-time employee works an average of thirty-five (35) hours per week in each three (3) month period. When an employee goes from Part-time to Full-time or vice versa they shall go to the bottom of the seniority list.
- B.** All employees will be called back in the order of seniority if additional employees are needed for a period of one (1) year from the date of their layoff, provided that such employees (a) have at the time of their layoff completed their probationary period, (b) have maintained on record with the company their current and correct mailing address, (c) can report to work within fourteen (14) days of notice, and (d) are qualified for the position in question. Notice of recall shall be sent via email and mail with delivery confirmation. Failure to comply with any of the foregoing conditions will negate any right to recall.
- C.** The Company will provide reasonable training if necessary. If the employee fails to report to work within fourteen (14) days of the notice of recall, then they will be deemed as to have resigned from their employment.
- D.** The Company agrees to forward copies of layoff and recall notices to the Union at the same time it forwards such notices to the employees involved.

- E.** Beginning on January 1, 2027 the Company and the Union agree that for employees there shall be seniority lists in each department, Full and Part-time seniority lists for drivers, maintenance and call-taker, dispatch/scheduler employees.
- F.** Seniority shall terminate upon:
- 1). Resignation or quit.
  - 2). Discharge for just cause.
  - 3). Absence for three (3) consecutive days without notifying the Company and without a justifiable reason for failing to do so.
  - 4). Layoff for a period of one (1) year.
  - 5). Failure to return to work within seven (7) calendar days following termination of leave of absence granted by the Company.
  - 6). Failure to return to work within fourteen (14) calendar days of being recalled to work after layoff. Such failure to return to work shall be deemed as a resignation by the employee. Notice will be sent by certified mail and email. The employee is responsible for providing the Company with a current and correct mailing and email address and phone number.
  - 7). Suspension from Union over thirty-one (31) consecutive days.
- G.** An employee's first (1<sup>st</sup>) day of work with the Company shall be the day that he or she receives compensation for work performed or for training. Upon successful completion of his or her probationary period, an employee's seniority shall be determined by his or her release date from training. If two (2) or more employees are released from training on the same day, they shall draw lots to determine their seniority.
- H.** At least once every four (4) months the Company shall prepare and post a seniority list for each classification after the effective date of this Agreement, and a copy thereof shall be given to the Union. Each four (4) months of the Agreement a new posting shall be made, if necessary, to reflect changes and a copy thereof given to the Union. If no grievances are filed contesting the accuracy of said list within fourteen (14) business days after said list has been posted, then such list shall be final and binding on all. However, in the event of a clerical error, the same shall be corrected without regard to the time limitation and provided further that if the Company acts on the list in any way which includes a clerical error, no

penalty shall be imposed on the Company after such fourteen (14) day period by reason of the Company's action reflected by the clerical error.

### **ARTICLE (7) - SELECTION OF RUNS**

From the date of ratification through December 31, 2026 the parties agree that the selection of runs and shifts shall be determined by the language as per the previous collective bargaining agreement between the Employer and Local 1548. Such selection of bids and runs shall also include the call takers, maintenance employees, dispatch/scheduler and utility employees.

**A.** Effective January 1, 2027 the Company's operations for the purpose of this Article shall be classified as follows:

- 1) Regular Full-time drivers.
- 2) Regular Part-time drivers.
- 5) Regular Full-time Maintenance.
- 6) Regular Part-time Maintenance.
- 7) Regular Full-time Schedulers/Dispatchers/Call Takers.
- 8) Regular Part-time Schedulers/Dispatchers/Call Takers
- 9) Regular Full-time Utility.
- 10) Regular Part-time Utility.

**B.** 1) If applicable, drivers in accordance with their seniority shall pick the route in which they shall work on at least three (3) occasions each year in accordance with the following schedule. Bids shall go out in February, June, and October. Bids will be posted on the first Monday in each of these months to be effective the following Monday. The posting dates may be changed by mutual agreement of the parties. Bids made shall be firm for the duration of the pick. All bids will contain two (2) consecutive days off. There shall be no inter barn bidding or assigning between Taunton and Wareham. All bids will be done by paper bid sheets and given to the employees fourteen (14) calendar days prior to the bid going into effect. If the Company moves toward a computer-based bidding system, the Company will meet with the Union prior to its implementation.

- 2) If the eligible driver refuses or fails to pick a bid, then the Company will fill the bid in seniority.
  - 3) All routes shall contain a fifteen (15) minute pre-trip and a five (5) minute post-trip inspection.
  - 4) Typically, Full-time routes performed by Full-time drivers shall be for five (5) days each week, however, the Company reserves the right to create four (4) days per week work schedules.
- C.**
- 1) In the event a driver leaves the employ of the Company or in the event that a run becomes vacant for any other reason for a period to exceed thirty (30) days there shall be a rebid or bump bid in all divisions, provided that the vacancy occurs more than thirty (30) days prior to the next selection of runs. A bump bid shall constitute bidding from the affected position on down in seniority. Only drivers qualified to bid that run may bid.
  - 2) When a driver who has been on sick leave, disability or suspension for more than thirty (30) days returns to work, there will be an immediate rebid or bump bid of runs unless their return to work is thirty (30) days or less prior to the next scheduled selection of runs. In that event, they will be assigned to the vacant run.
- D.** No operator shall suffer any loss in earnings because of a schedule change for which he or she has bid until there is a rebid. Also, no driver who has bid for a particular route shall be required to work a different route because of a schedule change in the route for which he or she has bid, with the exception that if a route is shortened, they may be required to remain on stand-by for the duration of their bid time.
- E. Vacation Relief:**
- 1) A Full-Time Operator who selects Vacation Relief is responsible for such work for the duration of the pick and may not bid off his assigned vacation work.
  - 2) Fixed route runs shall take priority over Dial-A-Ride.
- F.** When there is not forty (40) hours of vacation work to cover in a particular week, the Vacation Relief shall first cover any open full-time work. If there is no Full-time open work to cover, the Vacation Relief Operator shall work off the bottom of the Extra board for that week (Monday-Sunday). The Vacation Relief operator must be qualified to operate all vehicle types for both fixed route and dial-a-ride services.
- G.** Extra work is any vacant work that is awarded to the most senior qualified driver who is available to do such work in a particular classification (fixed route, dial-a-ride), who bids on the work and it does not

interfere with the driver's current bid schedule. Extra work includes vacation relief, open work and unfilled extra board shifts.

**H.** Extra board drivers must be qualified to operate all modes and bus types in order to bid on an extra board position.

**I.** Posting extra work:

1) Known extra work will be posted forty-eight (48) hours in advance, and awarded twenty-four (24) hours in advance as follows:

- i. Monday, 8:30 am, take down and fill Tuesday's work and post Wednesday's work.
- ii. Tuesday, 8:30 am, take down and fill Wednesday's work and post Thursday's work.
- iii. Wednesday, 8:30 am, take down and fill Thursday's work and post Friday's work.
- iv. Thursday, 8:30 am, take down and fill Friday's work and post Saturday's, Sunday's, and Monday's work.
- v. Friday, 8:30 am, take down and fill Saturday's, Sunday's, and Monday's work, and post Tuesday's work.

2) All daily extra fixed route work shall be posted for bid by operators based on their seniority by classification in the following order:

- vi. Full-time fixed route operators
- vii. Part-time fixed route operators
- viii. Full-time dial-a-ride operators
- ix. Part-time dial-a-ride operators.

3) Effective the date of ratification of this Agreement through January 1, 2027, all daily extra dial-a-ride work shall be posted for bid by operators based on their seniority by classification in the following order:

- x. Full-time dial-a-ride operators
- xi. Part-time dial-a-ride operators
- xii. Full-time fixed route operators
- xiii. Part-time fixed route operators.

- 4) It is the employee's responsibility to sign for the open work they desire. Once the extra work board is down and posted there can be no additions, deletions of work. It is the employee's responsibility to call operations or to check the extra work board which will be posted by noon on the previous day. Employees may not sign for another employee.
  - 5) After receiving their highest pick for the day, an employee will be rotated to the bottom of the seniority list for the remainder of that day's selection process for any additional picks they may wish to work for that day.
  - 6) Employees who bid for extra work cannot have that work conflict with their regular bid run. In the event the Company must assign work after the above process has been exhausted, the Company shall assign the extra work in reverse order of seniority to employees who have signed for extra work but have not been awarded an assignment.
  - 7) Employees may bid for extra work in a particular classification for which they are qualified to perform by seniority. If no employee bids for extra work in his or her classification, then the work will be awarded to the most senior qualified employee in any classification who bid for such work.
  - 8) Spare drivers shall have seniority for all extra work except on their scheduled day(s) off and holidays. AM spares are responsible for AM work by seniority. PM spares are responsible for PM work by seniority. No PM spare can pass off work to any AM spare, however any AM spare can take any PM work that is available after all PM spares have bid. PM work is classified as any work that starts after 12:30 pm. PM spares may be offered any AM work after exhausting all available AM spares. No AM spare will be required to work after having been on the clock for ten (10) hours.
  - 9) If an employee is awarded a piece of work that pays a higher hourly rate, then he or she shall receive the higher hourly rate. If an employee bids on a piece of work that pays a lower hourly rate, he or she shall receive their current hourly rate of pay for that work.
- J.** Any unassigned work resulting from an emergency or an employee shortage shall be offered to any qualified employee at the Company's discretion.
- K.** In the event that any problems should develop in the operation of the system, either party may request the other to discuss ways and means of resolving those problems.

- L.** Any remaining work that cannot be filled by the above procedures will then be broken into pieces at the discretion of the Company and offered by seniority to operators who can meet the driving obligations of the work and have signed the extra-work list. Any remaining work that cannot be filled, if possible, will be split up at the lunch break. Drivers need to be eligible to start the work.
- M.** After extra-boards-select work any work still uncovered “the day of” will be offered by seniority to eligible drivers, calling day off first then from the top of the seniority list down. Any work still remaining after the list is exhausted, management will make an ALL Call, asking if anyone wants the open run before it is assigned. Anyone wishing to alleviate a driver being assigned may opt to inherit the work. Based on Seniority and drivers’ availability, the senior driver gets the work.
- N.** When assigning: The Company may assign up to two (2) hours with the possibility of doing the full shift up to the maximum allowed by law.
- O.** All day off operators will be exempt from being assigned work regardless of classification.
- P.** No driver shall be assigned open work more than one (1) consecutive day. The assignment procedure would move to the next operator on the extra work list for the assigning of work in reverse order.
- Q.** Prior to the implementation of Sunday service as determined by GATRA, employees shall bid their days off by seniority order. Once Sunday service is implemented, employees shall bids shall include two (2) consecutive days off and they shall be able to bid their consecutive days off in seniority order.
- R.** Should a run become open for more than thirty (30) days remaining in the choose-up, a bump bid will be held from that point down in the seniority roster.
- S.** Call takers and utility employees will follow the same process as identified above with respect to open work in their classification. Maintenance Technicians will also follow the same process as identified above with the caveat that they must be qualified to perform the open work available for the open shift.
- T.** In making up of schedules, at least sixty-five (65%) percent of all regular scheduled runs shall be

straight. A split shift is defined as a scheduled run with a break of more than one and one half(1½) hours. All regular scheduled runs with an outside platform time of eleven (11) hours or more will be compensated at time and one half for those hours over eleven (11) hours.

### **ARTICLE (8) - HOURS OF WORK**

- A. The basic workweek on regular Full-time fixed routes and Dial-A-Ride service shall consist of five (5) days per week with a forty (40) hour guarantee. The Company reserves the right to create four (4) days' work week schedules with a forty (40) hour guarantee.
- B. The basic workweek on all Part-time fixed routes and Dial-A-Ride service shall not exceed thirty (30) hours.
- C. The Company will set schedules based on the needs of the client and may contain a mixture of weekdays and weekend days.
- D. All hours worked on Sunday shall be paid at the employee's regular pay rate, until and unless the time worked is in excess of forty (40) hours
- E. Time and one half shall be paid for all time in excess of forty (40) hours actually worked per week.
- F. All employees shall be paid from punch to punch with one (1) hour unpaid lunch break.
- G. No scheduled run will exceed ten (10) hours of driving time within fifteen (15) hours.

### **ARTICLE (9) - MAKE-UP AND REPORTING TIME**

- A.
  - 1). An "occasion" shall be each time an employee goes "on the clock" after having been "off the clock" or a job which has been cancelled prior to the official starting time for which the employee reports without having been notified not to report by the Company. An occasion shall pay a minimum of three (3) hours.
  - 2). The Company will make every effort to notify the employees of any cancellation prior to their reporting to work.

3). An employee reporting for work under this Paragraph shall stand by if requested and/or perform any other work assigned to him or her on that day and he or she shall be paid at his or her regular hourly rate except as hereinafter provided.

B. Any employee who reports to work and is injured while employed within the meaning of the Worker's Compensation Law shall be paid at his or her hourly rate for the remainder of their daily run.

#### **ARTICLE (10) - LEAVE OF ABSENCE**

A. A personal leave of absence not to exceed thirty (30) calendar days will not be unreasonably denied by mutual agreement. It shall be cause for discharge if any employee on leave of absence works for any other company. The Company shall have the right with notice to the Union to renew any leave of absence for an additional period of thirty (30) calendar days. During the personal leave of absence, the employee must pay all benefits, including health, dental, vision insurance at one hundred (100%) percent of the premium. During the leave of absence, the employee shall not accrue vacation or sick time.

B. Any employee who is a member of the Union must keep themselves in good standing with the Union during their leave of absence.

C. The employee requesting personal leave of absence shall present in writing reasons for said request of a leave of absence. No leave of absence will be granted to employees who have not completed their probationary period.

D. Any employee who is elected to the position of President and/or Financial Secretary/Treasurer of Local 1548 shall, upon request, be granted an unpaid leave of absence by the Company when requested by such employee in writing so that he or she can fulfill the duties of that office. Such leave of absence will be contingent on the fact that said position of President and/or Financial Secretary/Treasurer shall remain a Full-time position paid by Local 1548. While on such leave of absence, the employee shall continue to accumulate seniority and longevity with the Company for all purposes for which seniority and longevity are applicable. In addition, he or she may continue to participate in any of the fringe benefit programs that are available to members of the bargaining unit at his or her own expense or that of the Union, including the Company share of the cost of the fringe benefit program. The Company will require any employee on such a leave of absence to maintain his or her DPU license in good standing at his or her own expense or that of the Union. Upon his or her request, the employee will be allowed to return to his or her former

position with the Company after return-to-work retraining, with all of his or her seniority and other contractual rights and benefits intact. An immediate bump bid will occur if a Full-time President and/or Financial Secretary/Treasurer becomes a Part-time President and/or Financial Secretary/Treasurer or leaves office.

**E.** The Company shall permit any employee who is elected to the position of Part-Time Vice-President or Financial Secretary/Treasurer of Local 1548 to have such unpaid time off as may be necessary to perform the duties of those positions as they relate to the Company. Such time off shall be considered as time worked for the purpose of determining the employee's eligibility for all benefits for which the amount of time worked is a factor.

**F.** Any employee elected or appointed to a Union office or committee shall be granted unpaid time off when requested to conduct the business of the Union as it relates to the Company subject to the proviso that the Company will have twenty-four (24) hours written notice and adequate staffing available to meet its operating needs. Such time off shall be considered as time worked for the purpose of determining the employee's eligibility for all benefits for which the amount of time worked is a factor.

**G.** The Company shall permit any employee who is elected to the position of Part-time President of Local 1548 to have such unpaid time off as may be necessary to perform the duties of that office. Such time off shall be considered as time worked for the purpose of determining the employee's eligibility for all benefits for which the amount of time (except vacation) is a factor. The Union will reimburse the Company for any fringe benefits paid but not earned by the Full or Part-time President, or his or her designee. In the event the Part-time President is not capable to perform his or her duties, the Part-time Vice-President will be allowed the time off under the same conditions.

**H. Family Medical Leave Act (FMLA)**

1. An employee employed by the Company for at least twelve (12) months, who has worked at least 1,250 hours during the 12-month period immediately preceding a leave under this section, may take up to twelve (12) work weeks of unpaid leave for any one or more of the following reasons:

- (a) The birth of the employee's child, and in order to care for the newborn child;
- (b) The placement of a child with the employee for adoption or foster care;

(c) The need to care for the employee's spouse or significant other, child, or parent who has a serious health condition;

(d) The employee's own serious health condition that renders the employee unable to perform the functions of his or her job.

2. Employees shall provide certification from a health care provider to substantiate any leave due to the serious health condition of the employee or the employee's immediate family member. Failure to provide such certification will result in a denial of the leave request until the employee provides the requested certification.

3. Employees utilizing FMLA as referenced in Section H(1)(d) above, must use any available accrued sick and vacation time while on such leave. During such leave, employees are not eligible to accrue sick or vacation time.

**I. Massachusetts Parental Leave Act (MPLA)**

a. An employee who has been employed beyond their probationary period may take eight (8) weeks of unpaid leave for the purpose of giving birth or for the adoption of a child under the age of eighteen (18). In order to plan for the provision of quality uninterrupted services to clients, the employee seeking leave is requested to notify the human resources director, in writing, at least two (2) weeks prior to the anticipated leave. If an employee cannot provide at least two (2) weeks' notice, then they will provide such notice as soon as practicable if the delay in providing notice is beyond the employee's control. During such leave the Company will continue to pay its share of insurance premiums, but employees do not accrue and are not eligible for any other benefits.

b. The employee must provide at least two (2) weeks' notice of his or her intention to return to work. Upon return from parental leave, an employee shall be reinstated to his or her former position, if available, or a similar position elsewhere in the Company, with the same status and pay as of the date of leave, as economic conditions warrant.

c. An employee on parental leave under this section may use accrued sick and vacation or holiday time for the time the employee is on such leave.

d. If two (2) employees covered under this Agreement give birth or adopt the same child, both employees are entitled to an aggregate of eight (8) weeks of parental leave.

**J. Small Necessities Leave Act (SNLA)**

The provisions of the Small Necessities Leave Act shall apply to all bargaining unit members as determined by state law and regulation. The Act allows employees who qualify under the Family Medical Leave Act to take off up to twenty-four (24) hours in a twelve (12) month period for:

1. their child's school activities, such as parent-teacher conferences;
2. their child's medical appointments; or
3. their elderly relative's medical appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

**K. Massachusetts Paid Family and Medical Leave Act (MPFML)**

A covered individual meeting the eligibility criteria (i.e. weeks of earnings and wages earned in the 12-month period preceding the application for leave), under the Massachusetts Paid Family and Medical Leave law will be eligible to take leave under the law. The Company shall make contributions to fund the program as required by law, but bargaining unit employees shall be responsible for contributing the maximum amount permissible by law. Employees are responsible for submitting the application for payment of such leave directly to the State of Massachusetts. The Company shall not pay an employee sick or vacation time when the employee is on Massachusetts Paid Family and Medical Leave.

**L. Military Leave** The Company will comply with all state and federal legal requirements relating to military service.

**M.** Leaves under the Family Medical Leave Act, the Massachusetts Parental Leave Act, Small Necessities Leave Act, and the Massachusetts Paid Family and Medical Leave Act all run concurrently with each other.

**N.** The Company will engage in the interactive process once an employee has exhausted all available medical leave(s). After the interactive process has been completed, the Company will issue a determination to the employee which will be sent by email and certified mail.

**ARTICLE (11) — OPERATIONS**

**A.** The Company shall have the right from time to time to use a Full-time qualified Driver to dispatch buses, provided the driver is willing to perform the work and in accordance with seniority and qualifications.

- B. The Company shall have the right to use supervisors or office staff as operators as drivers when there are no Full-time, Part-time drivers available or in an emergency.
- C. In the event the Company is not in-service due to weather or emergencies or cancels or reduces services, employees notified via the phone, phone message or electronic message prior to reporting to work shall not receive pay for that day; however, the employee shall have the option to use paid leave for that day. In the event a State of Emergency is declared by a governmental authority and an immediate shutdown is imposed, employees who report to work on time shall be paid a minimum of three (3) hours or time actually worked, whichever is greater. In all such instances, the weekly guarantee in Article (7) shall not apply for that week.
- D. The Company may require employees to attend training outside regular work hours with at least two (2) weeks' notice to the employees. Attendance at said training is mandatory. Training time will count as time worked for the purposes of calculating overtime.

#### **ARTICLE (12) - BULLETIN BOARD**

Space will be made available by the Company for a Union bulletin board at the Wareham and Taunton locations. Union President, Vice-President, Financial Secretary/Treasurer and Executive Board members may post information to these boards without obtaining prior approval by a representative of the Company. Nothing of a nature derogatory to the Company and no political material will be posted. Any postings to the Company bulletin board by another member shall be submitted to the Company before posting and only such notices as are initialed by a representative of the Company shall be posted by the Union.

#### **ARTICLE (13) – UNIFORMS**

The Company will furnish uniforms to all employees if required.

#### **ARTICLE (14) – HOLIDAYS**

- A. The Company recognizes the following days as paid holidays: New Year's Day, Martin Luther King Jr's. Birthday, President's Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and the employee's birthday.

- B.** Regular Full-time employees shall receive their current bid time pay or eight (8) hours straight time pay, whichever is greater at their regular hourly rate for each holiday provided they worked their entire last scheduled workday before and their entire first scheduled workday after the holiday and their entire scheduled workday if scheduled on the holiday.
- C.** Regular Part-time employees shall receive their current bid time pay or four (4) hours of pay whichever is greater at their regular hourly rate for each holiday. To be entitled to such pay, regular part-time employees must work their entire last scheduled workday before and their entire first scheduled workday after the holiday and their entire scheduled workday if scheduled on the holiday. The Company, at its sole discretion, may release an employee from duty due to insufficient work. If an employee is released from duty due to insufficient work, then the Company shall pay the employee their current bid pay.
- D.** The Company shall post all known holiday work seven (7) days prior to the holiday and the current holiday seniority list. The Company will determine how many Dial-A-Ride drivers are necessary to perform the holiday work. Employees shall bid for such work by seniority. If an insufficient number of employees bid for holiday work, the Company shall assign open work in reverse seniority using the rotating holiday assignment list. Employees that have been assigned to perform open work and have completed the assigned work shall be placed at the top of the holiday assignment list. Two (2) days before the holiday the Company shall post the completed holiday list. It is the employee's responsibility to check the list to see what their holiday assignment is.
- D.** Any employee scheduled to work on any holiday shall be required to work on said holiday to be eligible for holiday pay.
- E.** Any eligible employees who are required to work on any holiday shall receive straight time pay at their hourly rate (unless eligible for overtime) for those hours worked in addition to holiday pay.
- F.** Regular Full-time and Part-time employees to be eligible for holiday pay must work at least one (1) day in the week within which the holiday falls, unless they are on vacation that week, in which case they shall receive the holiday pay in addition to their vacation pay, and must also work the last scheduled day for

them preceding such holiday and the first (1<sup>st</sup>) day scheduled for them succeeding such holiday unless scheduled to work on such holiday.

- E. Holidays as referenced in this Article and holidays as determined by GATRA operate on either a regular or weekend schedule. The exceptions are Thanksgiving Day and Christmas Day.
- F. Holiday pay hours will count for the purpose of calculating overtime.

**ARTICLE (15) – VACATIONS**

- A. Vacation time will accrue from date of hire for all Full-time and Part-time employees covered by this agreement shall be awarded vacations as follows:

**Full Time & Part Time Employees**

<u>Years of Service</u>	<u>Vacation</u>
Less than 1 year	0
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 20 years	5 weeks
20 years or more	6 weeks

- B. Full-time employees will be paid forty (40) hours for the week. Part-time employees will be paid their average weekly earnings based on their previous three (3) months prior to their vacation. Employees shall accrue their vacation hours on a weekly basis.
- C. Employees who are eligible for one (1) or two (2) weeks of vacation shall be required to take their full vacations. Employees who are eligible for more than two (2) weeks of vacation shall be required to take at least two (2) weeks of vacation but may by mutual agreement between the Company and the employee, work their remaining weeks of vacation or parts thereof, however they shall hold no seniority in their classification when bidding for work that week. Any work performed that week shall be paid at straight

time unless the employee worked over forty (40) hours that week. Employees in an anniversary year, when an employee earns an additional week of vacation, must select a week after their anniversary date.

- D. Any employee who has been discharged prior to taking his vacation shall receive all accrued vacation pay if earned.
- E. Vacations shall not be accumulated from year to year; however, operators will be granted their current amount of vacation time they had with the previous GATRA contract holder i.e. two (2) weeks, three (3) weeks or four (4) weeks maximum.
- F. In order to accrue vacation time for the purpose of this provision, days off for vacation, holiday, jury duty, bereavement leave, and Union business related to the Company shall be considered as days worked for the purpose of qualifying for benefits.
- G. Full-time and Part-time vacation bidding shall be held in November and shall be done in a process similar to the division pick. Once an employee has been awarded known vacation time, the bid shall be firm for the length of the year and shall not be swapped unless mutually agreed upon between the Union and the Company.

**ARTICLE (16) – WAGES**

- A. Overtime shall be classified as any hours worked over forty (40) hours worked per pay week.
- B. On July 1, 2025 and every July 1<sup>st</sup> thereafter, employees shall advance to the next step in progression only. Effective July 1, 2025 the annual wage scales shall be as follows:

**Fixed Route**

<b>Effective Date</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>
<b>Starting Pay</b>	<b>\$26.24</b>	<b>\$27.81</b>	<b>\$29.48</b>
<b>Step 1</b>	<b>\$27.03</b>	<b>\$28.65</b>	<b>\$30.37</b>
<b>Step 2</b>	<b>\$27.56</b>	<b>\$29.21</b>	<b>\$30.97</b>
<b>Step 3</b>	<b>\$28.09</b>	<b>\$29.78</b>	<b>\$31.56</b>
<b>Step 4</b>	<b>\$33.39</b>	<b>\$35.39</b>	<b>\$37.52</b>

**Dial-A-Ride With CDL Class B And All Endorsements**

<b>Effective Date</b>	<b>7/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>1/1/2020</b>
<b>Starting Pay</b>	<b>\$23.85</b>	<b>\$25.28</b>	<b>\$26.80</b>	<b>\$29.48</b>
<b>Step 1</b>	<b>\$24.38</b>	<b>\$25.84</b>	<b>\$27.39</b>	<b>\$30.37</b>
<b>Step 2</b>	<b>\$24.91</b>	<b>\$26.40</b>	<b>\$27.99</b>	<b>\$30.97</b>
<b>Step 3</b>	<b>\$25.44</b>	<b>\$26.97</b>	<b>\$28.58</b>	<b>\$31.56</b>
<b>Step 4</b>	<b>\$30.74</b>	<b>\$32.58</b>	<b>\$34.54</b>	<b>\$37.52</b>

**Dial-A-Ride Without CDL Class B**

Effective Date	7/1/2025	7/1/2026	7/1/2027
Starting Pay	\$23.85	\$25.28	\$26.80
Step 1	\$24.38	\$25.84	\$27.39
Step 2	\$24.91	\$26.40	\$27.99
Step 3	\$25.44	\$26.97	\$28.58
Step 4	\$30.74	\$32.58	\$34.54

**Scheduler / Dispatcher / Call Taker**

Effective Date	7/1/2025	7/1/2026	7/1/2027
Starting Pay	\$23.85	\$25.28	\$26.80
Step 1	\$24.38	\$25.84	\$27.39
Step 2	\$24.91	\$26.40	\$27.99
Step 3	\$25.44	\$26.97	\$28.58
Step 4	\$30.74	\$32.58	\$34.58

**Call Taker Hired Before July 1, 2025 Who Are In Progression**

Effective Date	7/1/2025	7/1/2026	7/1/2027
	\$26.13	\$27.70	\$29.36

\*

**Utility**

Effective Date	7/1/2025	7/1/2026	7/1/2027
	\$26.13	\$27.70	\$29.36

**Maintenance**

Effective Date	7/1/2025	7/1/2026	7/1/2027
Foreman	\$44.36	\$47.02	\$49.84
Senior Technician	\$38.96	\$41.29	\$43.77
Technician 1	\$35.51	\$37.64	\$39.90
Technician 2	\$32.01	\$33.93	\$35.97
Part Time Technician	\$30.32	\$32.13	\$34.06

- C. Instruction pay: The Company will develop the criteria for selection and outline the duties and responsibilities for operators to serve as Instructors and confer with the Union regarding the criteria, duties and responsibilities. Drivers who desire to serve in this role must apply in writing to the Company for consideration. Employees will be paid an additional one dollar fifty cents (\$1.50) per hour for each hour working as an instructor. The Company will have the right to schedule Instructors at their discretion, including during their normal working hours. The Company will publish a training schedule a week ahead of time and will take into consideration any scheduling constraints the Instructor(s) might have. Employees assigned to work during their normal work schedule will not lose

time as a result of the change in their schedule. The Company may offer Instructor work to employees with less than one (1) week notice, but strictly on a voluntary basis.

#### ARTICLE (17) – INSURANCE

- A.** The Company will offer Full-time employees a health care plan recommended and administered by Forsberg Insurance Planning. Forsberg Insurance Planning shall recommend and administer the health care plan effective June 1, 2026. And all subsequent years as per this CBA. The Company will offer employees healthcare benefits following ninety (90) calendar days of Full-time employment. Full-time employees are defined as employees working an average of thirty (30) hours per week or more. The premium cost of the Health Plan for Full-time employees will be paid seventy-five (75%) percent by the Company and twenty-five (25%) percent by the employee.
- 1)** The Company shall reimburse the upfront deductible of one thousand two hundred fifty (\$1,250.00) dollars for single coverage, and two thousand five hundred (\$2,500.00) dollars for Plus 1 and family coverages. Employees shall pay the next two hundred-fifty (\$250.00) dollars for single, and five hundred (\$500.00) dollars for Plus 1, and family coverages.
  - 2)** In the event of an approved Worker’s Compensation claim, or a non-industrial injury or illness, both the Company and the employee will continue to pay their portions of the employee’s medical and dental coverage for the present level of benefits for a period of six (6) months from the date of the injury or illness.
- B.** In the case of all full-time employees, the Company shall offer a negotiated Vision and Dental Plan. The premium cost will be paid fifty (50%) by the Company and fifty (50%) by the employee.
- C.** The Company agrees to provide life insurance for all employees in the amount of fifty thousand (\$50,000.00) dollars. The Company will provide life insurance for all employees seventy (70) years of age and older in the amount of twenty-five thousand (\$25,000.00) dollars.
- D.** Updated benefit plan information will be available to employees through the Company’s online benefits portal or by request made to the Benefit Administrator.

- E. Each year the Company will continue to contribute its part of the monthly premium payments for three (3) calendar months following the month an employee is absent from work due to a Worker's Compensation injury or on FMLA, MPLA. In no event, however, shall the Company make these monthly contributions in excess of three (3) months for each individual employee during the term of this Agreement. The three (3) months paid by the Company shall be for work absences due to Worker's Compensation injury only. If the employee returns to work after the three (3) months Company contribution period, the Company will contribute its portion of health medical premiums as provided in the Agreement. After the three (3) months Company contribution period has been exhausted, the employee will be assessed the full cost of coverage for any leave that extends beyond this period, for no more than one (1) year.

**ARTICLE (18) – LICENSES**

- A. The Company shall pay the Massachusetts Department of Public Utilities (DPU) License fees for all employees in the bargaining unit who have such licenses on their first (1st) year anniversary date and shall also pay all renewal fees for this license. All drivers and maintenance technicians will be reimbursed for the cost of their DPU License fees upon completion of the licensing process provided they present a receipt for the payment of such fee.
- B. The driver and maintenance technician shall pay the costs of the Massachusetts Department of Public Utilities license renewal and shall be reimbursed by the Company with a receipt. The Company shall pay the cost of the Massachusetts Department of Public Utilities license renewal up to Seventy-five (\$75.00) dollars with a receipt net of any insurance coverage for the physical examination or an operator may use the Company doctor at no charge.
- C. Any charges incurred to GATRA/KOA will be paid by the driver.

**ARTICLE (19) - PHYSICAL EXAMINATIONS**

- A. The Company will pay the cost for required physical examinations for regular Full-time employees, and regular Part-time employees provided the physical examination is conducted by the Company's examiner. Employees must be examined by the Company's approved healthcare provider on the DOT registered for State and Federal licenses.

## ARTICLE (20) - BEREAVEMENT LEAVE

- A. All Full-time and Part-time employees shall receive up to four (4) day's bereavement leave, including the day of the funeral following the death of a father, mother, spouse, child, sister or brother, and three (3) day's bereavement leave following the death of a mother-in-law, father-in-law, stepmother, or stepfather. Full-time employees are to be compensated for eight (8) hours at their hourly rate of pay per day and Part-time employees are to be compensated for four (4) hours at their hourly rate of pay per day.
- B. Bereavement leave will not be paid if an employee is scheduled for a regular day off or vacation. Bereavement leave shall not be used in the calculation of overtime.
- C. The Company shall have the right to require proof of death and proof of relationship.

## ARTICLE (21) – SICK LEAVE

- A.
  - 1). During the first year of employment employees shall accrue sick time upon date of hire and then once they have completed ninety (90) days of employment, they will receive a prorated amount of sick time up to ten (10) days based on the calendar year of July 1 - June 30. All other employees commencing in year two (2) of employment will receive a front-loaded amount of ten (10) sick days effective every July 1<sup>st</sup> of the CBA.
  - 2). Employees who leave employment prior to October 1<sup>st</sup> shall only be able to cash out a maximum of five (5) days from the fiscal year in which they leave employment.
- B. Upon separation from the Company an employee will be compensated one hundred (100%) percent for all sick days accumulated.
- C. Any unused sick and personal time can be carried over from year to year up to a maximum of eighty (80) hours.
- D. An employee may elect to accumulate annual sick leave or take advantage of a Company buy back to a maximum of ten (10) days per year to be offered at the end of each fiscal year (June 30<sup>th</sup>) Accumulated sick leave may be used in any year for illness and injury in excess of the annual allotment.
- E. Miscellaneous: Paid Family and Medical Leave:
  - 1). The members of the bargaining unit will be covered by a disability policy obtained by the Company that provides for both paid family medical leave and paid medical leave. This insurance policy shall

comply with the requirements under M.G.L.c. 175M and entitle the Company to an Exemption under M.G.L.c.175M.

2). The Company shall cease withholding the employee contributions under M.G.L.c.175M effective February 20, 2020, and reimburse to the employee the contributions that have been withheld from the employee's paychecks pursuant to M.G.L.c.175M.

3). In the event the Company's new disability policy is discontinued or the Department of Paid Family and Medical Leave eliminates Exemptions or does not grant an Exemption to the Company in future years the current split for withholding the contributions that is referenced in each Memorandum of Agreement shall be reinstated.

F. Sick time hours paid shall not be used in the calculation of overtime.

### **ARTICLE (22) – RETIREMENT**

All full-time and part-time employees will be eligible to participate in the A.T.U National 401(k) plan after completing ninety-one (91) days of employment. The Company shall match one hundred (100%) percent of gross earnings the employee defers each payroll into the Plan, up to a maximum of five (5%) percent maximum Company matching contribution.

### **ARTICLE (23) - NO DISCRIMINATION**

It shall be the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex or age as defined by law.

### **ARTICLE (24) - NO STRIKES - NO LOCKOUTS**

A. There shall be no strikes or work stoppages during the life of this Agreement.

B. In the event of any unauthorized strike, boycott, picketing, work stoppage, slowdown or any other type of organized interference with the Company's business occurs, the Company agrees that there shall be no liability on the part of the International or Local Union or any of their agents or officers, provided that the Union first meets the following conditions:

1). The Union shall take every reasonable, prompt and positive measure to stop such action and shall promptly direct striking employees to return to work immediately.

2). The Union shall promptly declare publicly that such action is unauthorized.

3). Post notices on Union bulletin boards, advising employees that it disapproves such action.

C. There shall be no lockouts by the Company of its employees except in the instance of a violation of Section A of this Article.

### **ARTICLE (25) COURT APPEARANCES & JURY DUTY**

A. All employees attending court inquests and investigations in the interest of the Company shall be paid their regular hourly rate of pay, which they would have received had they remained on their job. If no time is lost, they will be paid for the actual time involved at their straight time rate of pay.

B. All employees who are called to court for jury duty shall be paid for each day's actual jury service the difference between the day's pay they receive for such jury duty and the regular day's pay they would have received from the Company.

C. Days paid for jury duty and court appearances will be included in the calculation of overtime.

### **ARTICLE (26) SPECIAL CONDITIONS**

A. All employees and their immediate families (living in the same household) will be permitted to ride free on all Company lines. Passes will be issued to the immediate family members upon the successful completion of the employee's probationary period.

B. Pay Day: Employees will be paid for services performed from Monday through Sunday of any week no later than noon the following Friday, unless delayed through no fault of the Company. When a payday falls on a holiday, the paychecks will be distributed on the day before, unless delayed through no fault of the Company. For the week of Thanksgiving, paychecks will be distributed on Wednesday, unless delayed through no fault of the Company.

C. Injury on the Job: When an employee is injured on the job, he shall be guaranteed eight (8) hours pay for full-time or the remainder of their hours for part-time employees on the day the injury occurred, provided he is instructed by the Company or a physician to cease work as a result of the injury.

D. The Union President and the Executive Board members shall have access to the drivers' room at 2 Oak Street, Taunton, Ma., during normal business hours (8:00 a.m. - 4:30 p.m. Monday through Saturday), to

handle any Union business that may come up during the course of a workday, such as grievances and meetings with the Company. Access to the drivers room as well as access to other areas may be granted provided the Union gives at least twenty-four (24) hours' notice to the Company.

- E. The term “active payroll” as used in any part of the agreement is defined as an employee who is currently employed and has not been terminated for any reason.
- F. Drivers who call in their tardiness and report no later than one (1) hour late will be allowed to work the remainder of their original shift. Their pay will begin upon their arrival and punch in. The Driver will still be subject to discipline under the tardiness rule.
- G. Pay employees minute for minute for time worked – no longer “rounding” time.

### **ARTICLE (27) EMERGENCY SITUATIONS**

In the event that an emergency exists of extraordinary conditions, such as severe weather, fuel unavailability, natural catastrophe or state of riot, the Company will make every reasonable effort to maintain all of the regular work rules contained in this Agreement but may set aside these rules during the emergency. In the event the company is not in service due to weather or other emergencies or reduces service, employees notified via the telephone or telephone message at least two hours prior to reporting to work shall not receive pay for that day, however, the employee shall have the option to use paid leave for that day, if available. Employees who provide the Company with a working telephone/cell number and are not notified via telephone or telephone message at least two (2) hours prior and who report to work on time shall be guaranteed a minimum of three (3) hours pay for that day. In the event a state of emergency is declared by a governmental authority and an immediate shutdown is imposed, employee shall only be paid for their actual time worked or three (3) hours whichever is greater.

### **ARTICLE (28) GUARANTEES, SPECIAL CONDITIONS & OVERTIME**

- A. All unscheduled bus work shall pay a minimum of three (3) hours of work, but this rate will not be paid for extra buses used as back-up to scheduled runs on fixed routes.
- B. Drivers who are permitted to wait at an offsite location with a bus for an overtime-shift to begin shall be paid intervening time. The drivers shall be subject to an emergency assignment during this period and be responsible for the bus. The decision to allow the driver to wait at an offsite location shall be at the

discretion of the Company.

**ARTICLE (29) – MAINTENANCE DEPARTMENT MISCELLANEOUS**

- A.** Employees hired for a position in the maintenance department shall be deemed to be on probation for a period on ninety-one (91) days of service. The Company may extend the probationary period for an additional thirty (30) calendar days, provided that written notice is provided to the Union, with the employee's name, date of hire, and the reason for the extension. A probationary employee may be discharged or disciplined at the sole discretion of the Company. Upon successful completion of the probationary period, the employee's seniority rights shall attach and date back to the established date of hire.
- B.** Maintenance department employees during their probation shall receive no benefits contained in this Agreement unless expressly provided for herein.
- C.** When it is necessary to fill a vacancy which may occur in any job within the maintenance department, notice of the vacancy will be posted on the maintenance department bulletin board before hiring from outside the Company, to give opportunity for advancement to a higher classified maintenance position in the Company, if the employee can qualify. If more than one maintenance department employee is equally qualified, seniority shall prevail.
- D.** All maintenance department employees shall wear a regulation uniform which shall be furnished by the Company, and which shall include a proper winter jacket. All maintenance employees shall receive eleven (11) sets of uniforms and the Company will provide for the cost of cleaning of uniforms. Rubber wear and foul weather gear will be available in the maintenance department for use as needed. Maintenance department employees shall wear work shoes.
- E.** The Company will provide all mechanics in the maintenance department a tool allowance of up to one thousand dollars (\$1,000) per year. Employees will be reimbursed within two (2) weeks of receipt of a sales invoice.
- F.** All maintenance department employees will receive up to three hundred (\$300.00) dollars per year as

reimbursement for the purchase of required work shoes paid upon remittance of a sales receipt.

- G.** When a mechanic or other member of the Maintenance department is called in to take care of a breakdown or other situation, he will be guaranteed at least three (3) hours' pay and fifty (\$50.00) dollars. Call in will be done on seniority basis.
  
- H.** The Company shall pay an additional one (\$1.00) dollar per hour for all hours worked for up to two (2) full-time Maintenance Technicians who are certified to inspect all GATRA vehicles.

**ARTICLE (30) PART TIME EMPLOYEES**

All articles in this section, where applicable, apply to part-time employees, who shall be maintained on a separate seniority list by department. No full-time employee may be a part-time employee at the same time. Part-time employees will be scheduled for less than thirty (30) hours per week. Part-time employees may not exceed twenty-five percent (25%) of the total work force.

**ARTICLE (31) – OPERATORS MISCELLANEOUS**

Employees must submit all time of requests by 10:00am on Thursday of the prior week unless there is a medical emergency after 10:00am on Thursday of the prior week.

Employees will be subject to return-to-work Drug and/or Alcohol testing, after ninety (90) days of continuous absence and employees who are tested for post-accident return to work testing may be placed on non-safety sensitive work, as determined by the Company, Such an assignment shall be temporary Employees will not be while awaiting results from the drug/alcohol tests.

The company will furnish drivers with all special equipment, such as hole punchers, ect., required in their work. However, if the driver loses or damages such tools, they shall pay for the same at the cost to the Company. Any charges incurred by citation to GATRA/Kiessling of Attleboro will be paid by the driver.

## **ARTICLE (32) – USE OF TECHNOLOGY**

- A. Current technology equipment, and as they may further develop, shall not be used by the Company in a random, retaliatory, and/or discriminatory manner. The Company shall not use such recordings for driver training purposes without the written consent of the employee and others involved. The Company shall allow the Union and affected employees to review such recordings that may result in an employee being disciplined, during normal working hours, as necessary.
- B. The Company may view audio and video recordings or monitor and review other audio transmissions and data recorded by the voice/data communications system for a bona fide reason and after review may discipline a driver as appropriate. A bona fide reason is any work-related incident, accident or event which is contrary to the best interest of the Company. If any changes are made to the video when cases are submitted or audio software, the Company shall notify the Union ATU 1548 immediately.
- C. Discipline for customer complaints:  
Upon investigation the Company may issue discipline based upon a customer complaint and the Union and the employee are entitled to receive the customer complaint with the contact information redacted and view the video. A copy of the video will be provided to the Union when the Union requests arbitration.

## **ARTICLE (33) SUCCESSION**

In conjunction with any sale, transfer, assignment, merger, lease or other legal change in name or ownership made by the Company, the Company shall inform the purchase , transferee, assignee, lessee or other new owner (hereinafter “the successor”) of this Agreement. The Employer shall advise the Union in advance of such sale, transfer, assignment, merger, lease or other legal change in name or ownership when commercially reasonable.

## **ARTICLE (34) TRAINING**

- A. Employees will be required to attend mandatory safety meetings outside of their scheduled working hours which shall occur before, during or after their shift. The Company shall pay employees a minimum of one (1) hour of pay on a scheduled workday and a minimum of three (3) hours pay on a scheduled day off. To attend a mandatory safety meeting on a scheduled day off, the employee must obtain prior

approval from the Company. Safety meetings will be scheduled at least seven (7) days in advance, except in the case of an emergency.

- B. Annual training and other Trainings: The Company may require employees to attend mandatory training outside regular work hours.
- C. All training time will count as time worked for the purposes of calculating overtime.

#### **ARTICLE (35) - SAVINGS CLAUSE**

Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrence, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

#### **ARTICLE (36) - FULL AND COMPLETE AGREEMENT**

The present contract is the full and complete agreement between the parties and during its term there shall be no changes made in the terms and conditions of employment of the employees in the bargaining unit nor shall there be any negotiations for additions or changes hereto except as may be mutually agreed upon by the Company and the Union.

**ARTICLE (37) – DURATION**

**A.** The Agreement shall become effective July 1, 2025, and shall continue in full force and effect through June 30, 2028, and shall thereafter renew itself for yearly periods, unless written notice is given by either party to the other not less than sixty (60) calendar days but not more than ninety (90) calendar days prior to the expiration date or any extension thereof that it is desired to terminate or amend the Agreement.

**B.** In the event such notice is given, the parties shall begin negotiations within thirty (30) calendar days. If negotiations are not completed prior to the expiration date, this Agreement shall terminate unless extended by mutual agreement of the parties.

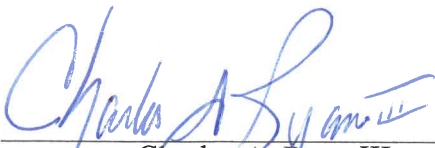
**IN WITNESS WHEREOF, KIESSLING of ATTLEBORO, Inc. AND LOCAL 1548, AMALGAMATED TRANSIT UNION, have hereunto set their hands and seals as of the 21st day November 2025.**

**LOCAL 1548, AMALGAMATED TRANSIT UNION, AFL-CIO, CLC**

**KIESSLING of Attleboro, Inc.**

By its President/Business Agent

By its General Manager

  
\_\_\_\_\_  
Charles A. Ryan III

  
\_\_\_\_\_  
Patrick R. High

**SIDE LETTER OF AGREEMENT**  
**BETWEEN KIESSLING OF ATTLEBORO AND**  
**AMALGAMATED TRANSIT UNION LOCAL 548**

**MAINTENANCE DEPARTMENT**

During the course of negotiations, the Company and the Union discussed various matters related to maintenance department employees.

In response to those concerns, the Parties agree as follows:

1. The Parties agree that the title of Lead Technician shall be converted to Senior Technician. As a result, the maintenance department titles shall be Utility, Technician 2, Technician 1, Senior Technician and Foreman;
2. New hire maintenance technicians in addition to being evaluated by the foreman and manager/supervisor within their ninety (90) day probationary period, shall also undergo a peer review which will assess and provide a recommendation as to whether the new hire should pass their probationary period.
3. In order for a Maintenance Technician 2 to be promoted to a Maintenance Technician 1, the candidate will undergo an evaluation to be conducted by the Company. The Maintenance Technician must meet the following qualifications:
  - a. At least two (2) years of employment at the Company in a Technician 2 position.
  - b. If qualified and the Technician 2 meets the below requirements, upon completion of six (6) months of employment, the Technician 2 can be evaluated for a Technician 1 position.
  - c. Able to perform routine and periodic preventive maintenance inspections on vehicles and equipment without assistance.
  - d. Conducts vehicle safety inspections and replaces defective parts and components without assistance.
  - e. Inspects, diagnoses, repairs, overhauls, and installs electrical systems, fuel systems, hydraulic systems, ignition, emission, and pneumatic, mechanical, and related vehicle computerized systems without assistance.
  - f. Troubleshoots, repairs, rebuilds, and performs preventive maintenance on major bus components including engines, transmissions, differentials, air conditioning systems, compressors, wheelchair lifts/ramps, and various electrical parts without assistance.

- g. Relines brakes, cuts brake drums and arcs brake lining to fit drums per Original Equipment Manufacture (OEM) standards without assistance.
  - h. Replaces hoses and performs tune-ups and oil, filter, and fluid changes without assistance.
  - i. Replaces a variety of interior and exterior body parts, including bumpers, doors, glass, fareboxes, bicycle racks and body panels without assistance.
  - j. Performs bus exchanges and road calls. Performs repairs on vehicles in the field, as required.
  - k. Completes vehicle service requests, lists work performed on work order forms, and indicates additional repairs, if needed.
  - l. Performs cutting and welding without assistance. Fabricates and installs a variety of parts and equipment without assistance.
  - m. Ensures that complete chassis, engines and components are pressure-washed, and shop work areas are cleaned in accordance with mechanic shop standards.
  - n. Performs other related duties, as assigned and as commiserate with their title.
  - o. Attend trainings including but not limited to bus and equipment manufacturer trainings, transit industry and transit organization trainings and any other trainings as established by management.
  - p. Must have maintained a valid driver's license for two (2) years, and must possess and maintain a current, valid Massachusetts or Rhode Island Class A or B driver's license with passenger and airbrakes endorsement.
  - q. Documented ASE certifications are preferred.
4. In order for a Maintenance Technician 1 to be promoted to a Senior Maintenance Technician, the employee will undergo an evaluation to be conducted by the Company. The Maintenance Technician must meet the following qualifications:
- a. At least five (5) years of employment at the Company in a Technician 1 position.
  - b. Demonstrates mastery in performing routine and periodic preventive maintenance inspections on vehicles and equipment without assistance (excludes the Massachusetts State Vehicle Inspections).
  - c. Conducts vehicle safety inspections and replaces defective parts and components without assistance and makes recommendations to the maintenance department leadership for further investigation for completion of repairs.
  - d. Demonstrates mastery in and conducts inspections, diagnoses, repairs, overhauls, and installs electrical systems, fuel systems, hydraulic systems, ignition, emission, and pneumatic, mechanical, and related vehicle computerized systems without assistance.
  - e. Demonstrates mastery in troubleshooting, repairing, rebuilding, and performing preventive maintenance on major bus components including engines, transmissions, differentials, air

conditioning systems, compressors, wheelchair lifts/ramps, and various electrical parts without assistance.

- f. Relines brakes, cuts brake drums and arcs brake lining to fit drums per Original Equipment Manufacture (OEM) standards without assistance.
  - g. Replaces hoses and performs tune-ups and oil, filter, and fluid changes without assistance.
  - h. Able to replace/refurbish/rebuild all interior and exterior body parts, including bumpers, doors, glass, fareboxes, bicycle racks and body panels without assistance.
  - i. Performs bus exchanges and road calls. Performs repairs on vehicles in the field, as required. Makes recommendations between conducting field repairs or towing a vehicle to the location for further repairs.
  - j. Demonstrates mastery in performing cutting and welding without assistance. Able to fabricate and install all parts and equipment without assistance to the extent such work can be performed at the maintenance facility/garage.
  - k. Ensures that complete chassis, engines and components are pressure-washed, and shop work areas are compliant with mechanic shop standards, including cleanliness and safety standards.
  - l. Performs evaluation and provides recommendation to management as it relates to promotions of Technician 2 to Technician 1 position.
  - m. Performs other related duties, as assigned and as commensurate with their title.
  - n. Attend all required trainings including but not limited to vehicle and equipment manufacturer trainings, transit industry and transit organization trainings, safety trainings, and any other training as established by management.
  - o. Must have maintained a valid driver's license for five (5) years, and must possess and maintain a current, valid Massachusetts or Rhode Island Class A or B driver's license with passenger and airbrake endorsements.
  - p. Possesses either Master ASE Technician Qualification Light Automobile and Light Truck (A Series) or Transit Bus Certification (H Series). Alternative credentials may be considered on a case-by-case basis.
  - q. Demonstrates an ability to successfully model the above-listed skills, and train all Maintenance Technicians and provide mentorship. Mentorship includes but is not limited to troubleshooting and assisting maintenance technicians when asked, serving as a resource to maintenance technicians in navigating and offering guidance on work orders and demonstrating strong internal customer service skills.
5. If the Company does not promote a Technician 2 to a Technician 1 position due to the fact that the Technician 2 failed their evaluation, the Technician 2 may choose to be reevaluated by the Company

within one (1) month's time. The Technician 2 must contact management, in writing, of their choice in being reevaluated. The Technician 2 shall receive a list of deficiencies that resulted in their failed evaluation.

6. The Company agrees that if an accident occurs where a vehicle can safely be driven back to the location, a conversation between the road supervisor/management, the driver and the maintenance technician will occur in order to determine who should drive the bus back to the location.
7. Maintenance Technicians shall not be required to swap the hard drive of the camera system located inside Company vehicles.
8. The Company shall work towards, identify and provide trainings related to bus and equipment manufacturer trainings, transit industry and transit organization trainings and any other trainings.
9. Once a month, the Parties agree that they shall meet to discuss tool, equipment and other needs related to the Maintenance Department.

# NOTICE OF WITHDRAWAL FROM UNION

I \_\_\_\_\_ hereby request a withdrawal card from Local 1548 of the  
*(Print Name)*  
Amalgamated Transit Union. My last day of work for KOA of Attleboro, Inc. was \_\_\_\_\_.  
*(Date)*

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*(Sign and Date)*

## **Why Do We Need To Have A Union?**

**Your Union Contract gives you seniority and job protection. It gives you the right to be treated fairly and equally. It gives you a grievance procedure with arbitration rights that provides for an impartial judge to settle disputes with the Company. It protects the union members from excessive discipline and discharge without just cause. It allows the members to bargain collectively for wages, benefits and working conditions. Without a Labor Agreement, you would not have the current wage level, medical coverage, vacation days personal and sick days, Sick and Accident Insurance and a Pension Plan. Without the Union and a Labor Agreement, the Company would have the right to lower wages and change or eliminate any benefits that are not mandated by law.**

**To be a good Union Member you must do more than just pay dues. You must do your best to protect the Union and all its' members. You should read and understand your rights and benefits in your Labor Agreement. You must participate in the decisions the Union must make. We must remember the reason for attending Union Meetings is to discuss and solve problems, not to argue and cause problems. The more you get involved the more informed you become. We must defend our Union against those who would destroy it in their attempt at personal gain. Most employees came to work here and stayed because of the wages and benefits the Union has negotiated for our members. It is important that the Company knows that even though we may not agree on everything, we are all united in supporting our Union.**