1. **Purpose**

The purpose of this Request for Proposal is to provide services from consultants for MBTA system safety, safety policy development, project management, planning, engineering disciplines, management, safety management systems and regulatory oversight.

**MBTA Profile Historical**

Carrying an average of 1,340,668 riders every weekday, the Massachusetts Bay Transportation Authority (MBTA) is the largest multimodal transportation agency in the United States providing its riders with eight (8) different modes of travel: commuter rail, heavy rail, light rail, trackless trolley, bus rapid transit, bus, demand responsive paratransit, and ferryboat service. The MBTA serves the Boston, Massachusetts Designated Market Area (DMA), which is the eighth (8th) largest in the United States with a population of 5,926,963 and the tenth (10th) most popular destination for tourists in the nation.

**The Boston Designated Market Area**

The Boston DMA is recognized worldwide as an educational, medical, finance, technology and cultural center. There are 54 colleges and universities in the Authority’s service area with a student population of more than 250,000. This population influences the relatively young average age of 38.8 years. The Boston DMA is one of the most highly educated in the nation with 65% having some level of college education and many with advanced degrees.

According to the 2011 American Community Survey, the average household income in the area is $85,043, with a significant 28% of the population having a household income of $100,000 or more. Total retail sales for the Boston DMA were $106,046,310,119 in 2013.
African Americans, Asians and Hispanics comprise almost 49% of the population of the Boston population. These populations not only make up a significant portion of the service area population, they are also an important portion of the ridership of all MBTA services.

With its many historic sites and leading educational and medical institutions, Boston is the tenth (10th) most visited destination city in North America with 16,250,000 visitors to the city in 2014. The number of foreign visitors to Boston has increased 76% since 2005.

**Demographic Profile of MBTA Riders**

The Greater Boston Region has the fifth (5th) highest rate of public transit commuting to work according to the 2010 American Commuting Survey with 32.82% of the area population riding some form of public transportation. When walking and bicycling are included with transit, Boston ranks second only to New York in its share of non-car commuters according to the 2014 Walk Score Survey, an organization that promotes walkable neighborhoods across the United States. The number of registered cars in Boston declined by 50,000 in the past five years, according to a study conducted by the Boston Foundation.

The profile of MBTA riders reflects the diverse population within the Boston DMA.

**MBTA Ridership Profile Averages By Mode**

<table>
<thead>
<tr>
<th>Mode</th>
<th>Age</th>
<th>Gender</th>
<th>Race</th>
<th>HouseholdIncome</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUS</strong></td>
<td>25-64(70%)</td>
<td>Female(67%)</td>
<td>White(50%)</td>
<td>Over $60,000(40%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>African-American(31%)</td>
<td>Under $20,000(21%)</td>
</tr>
<tr>
<td><strong>BUS RAPIDTRANSIT–SILVERLINE</strong></td>
<td>45-64(30%)</td>
<td>Female(58%)</td>
<td>N/A</td>
<td>Under $20,000(30%)</td>
</tr>
<tr>
<td><strong>HEAVYRAIL</strong></td>
<td><strong>BLUE</strong></td>
<td>Age 25-64(&lt;80%)</td>
<td>Gender Female(57%)</td>
<td>Race White(78%)</td>
</tr>
<tr>
<td></td>
<td><strong>GREEN</strong></td>
<td>Age 25-64(68%)</td>
<td>Gender Female(58%)</td>
<td>Race White(82%)</td>
</tr>
<tr>
<td></td>
<td><strong>ORANGE</strong></td>
<td>Age 25-64(80%)</td>
<td>Gender Female(60%)</td>
<td>Race White(71%)</td>
</tr>
</tbody>
</table>
MBTA Facilities and Rolling Stock

The MBTA has 295 commuter rail, subway, light rail, trackless trolley, and bus rapid transit stations in its service area. Most significant of these stations are the historic South Station that serves more than 200,000 week day commuters and North Station, the center of professional sports and entertainment for New England. The MBTA’s Airport Station is served by subway, bus rapid transit, local and commuter bus, and airport shuttle services connecting travelers and workers to Logan International Airport. Light rail, trackless trolley and bus rapid transit stations are also located at important commercial, entertainment, medical and educational hubs such as Harvard Square, Harvard University, Massachusetts General Hospital, Boston Symphony Hall and the Hynes Convention Center.

There are over 8,000 bus stops in the MBTA network.

There are 140 parking facilities located on the MBTA’s transit system. Of those, the MBTA has full ownership and control of 100, and partial control of eight(8).

The MBTA’s heavy rail fleet consists of 350 cars and there are 122 streetcars that are operated daily. The streetcars operate primarily on the Authority’s Green Line that serves the affluent western suburbs of Boston as well as Boston College and Fenway Park.

With more than 1000 buses and trackless trolleys, the MBTA has the seventeenth(17th) largest bus fleet in North America. The MBTA’s Americans with Disabilities Act Ride Program provides services to disabled and seniors with 652 sedans and vans.
The total MBTA fleet is included in the following charts by stations and stops, park and ride spaces allocated to commuters, revenue vehicles in the heavy rail, light rail, trolley, bus and trackless trolley, The Ride para-transit program, vans and sedans, and two water ferryboats.
<table>
<thead>
<tr>
<th>AuburndaleFacility</th>
<th>Greenbush</th>
<th>Newburyport</th>
<th>Sullivan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ballardvale</td>
<td>Halifax</td>
<td>Norfolk</td>
<td>Swampscott</td>
</tr>
<tr>
<td>Beachmont</td>
<td>Hamilton</td>
<td>NorthBeverly</td>
<td>Waban</td>
</tr>
<tr>
<td>Bellevue</td>
<td>Hanson</td>
<td>NorthQuincy</td>
<td>Wakefield</td>
</tr>
<tr>
<td>BeverlyDepot</td>
<td>Haverhill</td>
<td>NorthQuincy/Newport</td>
<td>Walpole</td>
</tr>
<tr>
<td>Bradford</td>
<td>HerseyStationCRR Ops</td>
<td>NorthScituate</td>
<td>Watertown</td>
</tr>
<tr>
<td>Braintree</td>
<td>Highland</td>
<td>NorwoodCenter</td>
<td>Wellington</td>
</tr>
<tr>
<td>Brandeis</td>
<td>HinghamBoat</td>
<td>NorwoodDepot</td>
<td>WestGloucester</td>
</tr>
<tr>
<td>Bridgewater</td>
<td>Holbrook</td>
<td>OakGrove</td>
<td>WestHingham</td>
</tr>
<tr>
<td>ButlerLot</td>
<td>HydePark</td>
<td>OrientHeights</td>
<td>WestMedford</td>
</tr>
<tr>
<td>Campello</td>
<td>Islington</td>
<td>Plymouth</td>
<td>WestNatick</td>
</tr>
<tr>
<td>CantonCenter</td>
<td>Kingston</td>
<td>QuincyAdams</td>
<td>WNewton/Washington</td>
</tr>
<tr>
<td>CantonJunction</td>
<td>Lechmere</td>
<td>Reading</td>
<td>W NewtonWebsterSt</td>
</tr>
<tr>
<td>ChestnutHill</td>
<td>Littleton</td>
<td>Readville</td>
<td>WestRoxbury</td>
</tr>
<tr>
<td>Cohasset</td>
<td>Lynn</td>
<td>Riverside</td>
<td>Westboro</td>
</tr>
<tr>
<td>Dedham</td>
<td>Maiden</td>
<td>Roslindale</td>
<td>Weymouth</td>
</tr>
<tr>
<td>East Weymouth</td>
<td>Mattapan</td>
<td>Route128Garage</td>
<td>Whitman</td>
</tr>
<tr>
<td>Eliot</td>
<td>Middleboro</td>
<td>Rowley</td>
<td>Wilmington</td>
</tr>
<tr>
<td>Fairmont</td>
<td>Milton</td>
<td>Salem</td>
<td>Wollaston</td>
</tr>
<tr>
<td>ForestHills</td>
<td>Montello</td>
<td>SavinHill</td>
<td>Wonderland/Surface Lot</td>
</tr>
<tr>
<td>ForgePark</td>
<td>Montserrat</td>
<td>SouthAttleboro</td>
<td>WonderlandGarage</td>
</tr>
</tbody>
</table>

The above locations have approximately 45,000 parking spaces in total.

As an organization, the MBTA employs 6500 people. The MBTA seeks to position itself as a world class organization and, as such, needs to contract with a Safety Consultant that demonstrates a depth of experience and expertise in a wide variety of all elements, including workplace safety, transit system safety, engineering, policy development and state (DLS), federal (OSHA) oversight agency (DPU) regulations and statues, and Federal Transit Administration (FTA) for bus, heavy rail, light rail, para-transit and ferry operations.
2. Goals and Objectives:

- Occupational Health Policy Development
- Occupational Health and Safety Services and Program Development
- Safety and Health
  - Safety Policies, Programs and Procedures
  - Electrical Safety Program, including Lock-Out/Tag-Out
  - Fall Protection Program
  - Hearing Conservation Program
  - Air Quality Assessments
  - Work Place Safety
  - Right-to-Know/HAZCOM
- Employee Confidential Close Call and Safety Concern Call-in System
  - Development
  - System Administration
- Accident and Incident Investigation
  - Root Cause Analysis
- Inspections, Observations, Reviews and Audits
  - Subway, bus and trolley (FTA) operations
  - Commuter Rail (FRA) operations
  - General Workplace Safety and Processes
  - Right of Way Safety
  - Safety Rules Compliance
  - Fire Life Systems and Processes
  - Service Contractor Safety
- Hazard Analyses and Risk Assessments
- System Safety Assessments
- Construction Safety Oversight
- Configuration Management and Control
  - Vehicle Procurement Safety Certifications
  - Infrastructure and Construction Safety Certifications
  - System Modification Safety Reviews
- Safety Assurance and Control Reviews and Audits
- Training Development and Presentation
  - Computer Based Training (CBT)
  - Train the Trainers (MBTA Safety and Management)
  - Health and Safety Hazard Identification (OSHA 10 & 30)
  - Health and Safety Standards (General and Construction)
  - Behavior Based Safety
  - Safety Management Systems
  - Specialized Training (confined space, lock-out/tag out, fall protection, respirator, hearing, conservation, etc.)
- Safety Design Criteria Review
- Audit Development
3. **Proposal Format:**

The proposals will be limited to a maximum of fifty (50) pages (25 sheets on both sides), using an 8 1/2" by 11" paper size, inclusive of the title sheet, index and all graphics. Project team resumes should not be included in the proposal page count, but submitted as an attachment to the proposal. Two (2) copies must be submitted, and should include, but not be limited to the following information:

1. The qualifications of the Consultant for the type of work required.
2. Examples of similar work completed at other public or private sector agencies.
3. The names and qualifications of principal staff members who will be assigned to the project, particularly the person/people that will be in charge of day-to-day work.
4. The approximate percentage of total hours each key staff member will dedicate to the project compared to his/her other duties.
5. Hourly Rates for the following titles:
   - Contract Manager
   - Certified Safety Professional (CSP), US-DOT Transit Safety and Security Program (TSSP) Certified, World Safety Organization (WSO) Certification or other equivalent certification or accreditation
   - Fire Life Safety Specialist or equivalent
   - Engineer – Electrical, Mechanical, Civil, Structural or other
   - Certified Industrial Hygienist (CIH)
   - Regular Hours (Consultant/Trainer)
   - Authorized Double Time (Consultant/Trainer)
   - Authorized Overtime (Consultant/Trainer)
   - Training Material (average cost per participant)

6. The address of the office in which the work will be performed.

7. The name, address and qualifications of any proposed sub consultants and identification of tasks to be performed by them.

8. Any recommended changes or additions to the Scope of Work consistent with the objectives of the project.

The goal of these services are to provide clear and consistent guidance to MBTA Safety for multiple aspects of work performed on the system, provide training and to standardize deliverables and processes.
It is intended that these services will be secured on a task order basis so that projects can be prioritized as needed. The ability to secure these services on minimal notice for a variety of short term, time sensitive situation is extremely important.

4. **Evaluation of Proposal**

The written proposal, presentation and response to questions raised during the interview will be evaluated by the Selection Committee membership based on the following criteria:

1. Quality and responsiveness of proposal
2. Technical Approach
3. Managerial Approach
4. EEO Compliance
5. General Capacities
6. General Evaluation

**Project Timeline:**

a. Notice of pending RFP, March 6, 2017
b. Bid opens: March 13, 2017
c. Group Informational Conference Call (optional):
   March 14, 2017 10:00am
   Conference call, phone - 1-866-919-0702, Pin 550 3944
d. Consultant Submits Proposal questions: March 16, 2017, 12:00 Noon
e. MBTA Sourcing provides answers to Consultants: Monday, March 20, 2017
f. Proposals submitted to MBTA for review: April 14, 2017
g. Interviews Held: Week of April 24
h. Final Selection: May 10, 2017
i. Contract Execution: June 10, 2017
Other: MBTA reserves the right to alter this Request for Proposal. All information submitted will become property of the MBTA.
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

CONTRACT END DATE

The Contractor must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the MBTA may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract.

CERTIFICATIONS AND EXECUTION

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Contract Start Date.” Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory’s name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For MBTA/Date: The Authorized MBTA Signatory, must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Start Date”. Rubber stamps, typed or other images are not accepted.

MBTA Name /Title: Enter the Authorized Signatory’s name and title legibly, CONTRACTOR

CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the MBTA, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MBTA and Contractor Ownership Rights: The Contractor certifies and agrees that the MBTA is entitled to ownership and possession of all “deliverables” purchased or developed with Contract funds.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion: The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access: The Contractor shall provide full access to records related to performance and compliance to the MBTA pursuant to G.L. c. 11, s.12 for seven (7) years beginning on the first day after the final payment.
under this Contract or any longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under the Massachusetts Public Records Law.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; Code of Massachusetts Regulations, 801 CMR 21:00 (Procurement of Commodity and Service Procurements); M G.L. c. 66A; and the Massachusetts Constitution Article XVII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract.

Tax Law Compliance. The Contractor certifies to the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 48 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352: other Federal requirements; Executive Order 13246: Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A The Contractor is required to comply with G.L. c. 93H for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the MBTA in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the MBTA and provide access to any information necessary for the MBTA to respond to the security breach and shall be fully responsible for any damages associated with the Contractor’s breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary and other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 Prevailing Wages for Printing and Distribution of Public Documents; G.L. c. 7, s. 22 Prevailing Wages for Contracts for Meat Products and Clothing and Apparel; minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 655 CMR 2.00 (Minimum Wage Acts); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 6 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act: 42 U.S.C. Sec. 12101 et seq., the Rehabilitation Act, 29 USC c. 13, s. 794; 29 USC c. 15, s. 701; 29 USC c. 14, s. 623, G.L. c. 45 (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A; Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105B, G.L. c. 151C, G.L. c. 272, Section 92A, Section 88 and Section 59A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related standards and guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MACD and MACD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 622, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Pursuant to Section 11. Indemnification of the MBTA Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the MBTA incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the MBTA as a result of third party claims, provided, however, that the foregoing in no way limits the MBTA’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the MBTA’s ability to join the contractor as a third party defendant. Further, the term
"other damages" shall not include, and in no event shall the contractor be liable for, damages for the MBTA’s use of contractor provided products or services, loss of MBTA records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the MBTA. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor’s entire liability under a Contract. Nothing in this section shall limit the MBTA’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MBTA Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the MBTA, the MBTA may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms. Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 116. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(h)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person on persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees. By State Contractors. Contractor certifies compliance with both the conflict of interest law (G.L. c. 268A specifically s. 5 (f)) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor’s access to personal information, as defined in G.L. c. 93H and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division’s Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth Information Technology Division’s Security Policies; (3) communicate and enforce the contracting agency’s ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth’s Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity; Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, and services provided, performed, licensed, charted, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran’s status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.