

Dear Public Officials,

Now that I have been in Office since August 2012, and the transition has been completed, I am ready to move forward on a number of important initiatives. I have reorganized the Office into different divisions and have built a team that shares my vision. We will be working together to fulfill our statutory mission.

I am pleased to announce that Brian O'Donnell has returned to the Office and will serve as the Director of the newly created Regulatory and Compliance Division. As many of you know, Brian was with the Office from 2000 to 2004, during which time he served as an instructor in the Massachusetts Certified Public Purchasing Official (MCPPO) program, coordinated the Office's Chapter 30B team and investigated allegations of violations of the Commonwealth's procurement statutes. He served as an Assistant Attorney General in the Bid Unit of the Fair Labor Division at the Massachusetts Attorney General's Office (AGO) for the last seven years. There he developed an expertise in interpreting the design and construction bidding laws. In his new role, Brian will implement my vision for expanding the Office's educational programs, including the MCPPO program. He also will lead the Chapter 30B team.

The January–July 2013 MCPPO program includes new courses, which we think are responsive to requests for more training in certain subject areas. Also, the main seminars and courses will be refreshed with updated information and materials. More information and the schedule are contained in this *Procurement Bulletin*.

In general, articles in the *Procurement Bulletin* are focused on providing best practice information to help public officials comply with the state's laws and to help prevent fraud, waste and abuse. In addition, the *Procurement Bulletin* will periodically highlight cases completed by this Office, as well as other entities, in which a vendor or a public official may not have acted in the best interests of taxpayers. In this issue, we report on an Office review of an East Bridgewater roofing project that involved apparent collusion, a disregard of public bidding laws, the fabrication of documents to disguise an improper award, and a possible criminal violation. We also are reporting on a settlement in which a vendor who won a Massachusetts Bay Transportation Authority contract refused to perform that contract.

I encourage you to contact me directly or any member of the Office staff if you have any comments or to report fraud, waste or abuse in the use of public funds.

Sincerely,



Glenn A. Cunha
Inspector General

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NOTICE: The MCPPO schedule for January 2013–July 2013 is now available. See Pages 7–10 for information about new course offerings,

class schedules, and a registration form. Information regarding all of the classes is available at our website. This Office is pleased to announce that once again costs for participants will not increase. Furthermore, through improved efficiencies related to the overhead costs of our program, we have been able to reduce the cost of some course offerings. We hope you will take advantage of the MCPPO program and you are welcome to contact program staff to discuss course content, possible discounts for group registrations, and any other issues related to program access.

Procurement Advice in the Wake of the SJC's Ruling in *Northeast Energy Partners, LLC v. Mahar Regional School District*

Background

In July 2012, the Massachusetts Supreme Judicial Court ("SJC") was faced with the issue of whether a contract between a school district and an energy broker for procuring electricity was a contract for energy or energy-related services within the meaning of M.G.L. c. 30B, § 1(b)(33), and therefore was exempt from Chapter 30B procurement requirements.

In July 2004, the Ralph Mahar Regional School District ("Mahar"), which serves various central Massachusetts towns, entered into a price watch agreement with Northeast Energy Partners, LLC ("Northeast"), a licensed broker of energy services based in Connecticut. The agreement allowed Northeast to negotiate and secure contracts for the provision of Mahar's electricity from private suppliers. Specifically, it authorized Northeast to explore energy markets, negotiate price and other terms, and enter into contracts on Mahar's behalf for the supply of Mahar's electricity requirements for a certain period of time and amount. Mahar did not conduct a Chapter 30B procurement prior to entering into this agreement with Northeast. When Mahar's superintendent questioned the validity of the energy broker agreement, Northeast filed litigation seeking a declaratory judgment regarding the validity of the contract. Northeast argued that its agreement with Mahar was enforceable because it believed that the agreement was exempt from the competitive bidding procedures set forth in M.G.L. c. 30B.

The SJC determined that the agreement at issue was an energy contract that the Legislature intended to exempt from the requirements of the procurement act. The Court also concluded that the exemption was intended to apply to a broad range of services related to the acquisition of energy. This includes, the Court found, not only a contract between a governmental body and a direct energy supplier (e.g., an electric utility company) but also to contracts between a governmental body and an intermediary energy services provider such as an energy broker. The Court noted that there is no disputing that a contract for the direct purchase of electricity is exempt pursuant to M.G.L. c. 30B, § 1(b)(33). With respect to whether energy purchased through a broker is similarly exempt, the court held that the inclusion of energy brokers within the statutory scheme showed that the Legislature envisioned that such brokers, by facilitating the sale and purchase of electric energy from the suppliers of energy, would play an important role accommodating retail customers' access to energy suppliers. Here, the Court reasoned that a broker that facilitates or arranges for the purchase and sale of electricity on behalf of a retail customer performs functionally the same service as an energy supplier. The Legislature, the Court concluded, could not have intended to require that such contracts with energy brokers be subject to the procurement act, while exempting agreements to directly purchase energy from energy

Continued on next page

Chapter 30B Questions

An Office staff member is available Monday through Friday from 9:00 a.m. to 4:30 p.m. to answer any Chapter 30B questions you have.

617-722-8838

Winter Storm Protocol

In the event of a winter storm the MCPPO program follows the Boston Public Schools snow emergency schedule. If the Boston Public Schools are closed due to inclement weather, there will be no MCPPO class that day.

Continued from previous page

suppliers. Therefore, the Court concluded that this contract between a regional school district and an energy broker to arrange for the purchase of electricity is an energy contract exempt from the requirements of the procurement act pursuant to M.G.L. c 30B, § 1(b)(33).

Advice and Plans for Future Examination

The field of energy-related contracting and its implications under various statutory schemes (including but not limited to M.G.L. c. 30B, M.G.L. c. 25A, M.G.L. c. 164, as well as the construction bid laws, M.G.L. c. 30, § 39M and M.G.L. c. 149, § 44A-M) is one of the most rapidly developing and challenging issues currently facing procurement officials, public administrators, and town counsel. The benefits and potential pitfalls of the varied energy contracting options are a frequent topic of discussion between state agencies and local officials. The Office will be exploring some of these issues in greater depth in the Massachusetts Certified Public Purchasing Official program and advisories to appear in the *Procurement Bulletin* in the coming year.

This Office strongly encourages awarding authorities to take advantage of competitive procurement procedures when contracting for energy purchases and services related to providing energy. Whether the contract for energy and/or services involves power purchasing agreements, energy conservation and savings measures, or traditional energy resources, rarely is it advisable to enter into a contract without some kind of competitive process. It is the long-standing position of this Office, with regard to a broad range of goods and services, that even when the Legislature or the courts have exempted a service from competitive procurement, it generally remains in the financial interest of awarding authorities to create competitive procedures with well thought-out terms and conditions. This allows the awarding authority to ensure that it is receiving both a competitive price and favorable contract terms. Without a competitive process, awarding authorities risk entering into deals promoted by industry sales representatives, energy brokers, and various promoters of goods and services programs, which may or may not best serve the interest of a particular jurisdiction. This Office has in recent years seen and reported on several energy-related contracts that did not well-serve the communities which entered into them or did not take advantage of the market competitiveness that now exists in the energy field. That being said, awarding authorities may need to get input from advisors who are knowledgeable about the increasingly complex marketplace and who will primarily look out for the interests of the public.

Energy Broker Reporting Requirement under M.G.L. c. 30B, § 1(b)(33)

With the recent decision and in accordance with M.G.L. c. 30B, § 1(b)(33), within 15 days of executing an energy or energy-related contract (now including energy broker contracts), a governmental body must forward a copy of the contract, along with a report of the process used to execute the contract, to the Department of Public Utilities, the Department of Energy Resources, and the Office of the Inspector General. This Office has prepared a "Chapter 30B Compliance Form," which is available on our website, to assist in complying with this requirement. We recommend keeping this form in your procurement file, along with copies of all relevant documents, to demonstrate compliance with the law. See <http://www.mass.gov/ig/publications/forms/>.

Contracting Violations at the East Bridgewater Fire Department

In late November, the Office of the Inspector General (OIG) published a report documenting a range of violations of state bidding laws by East Bridgewater officials in connection with the replacement of a roof on the fire department's headquarters. The report concluded that East Bridgewater officials, most notably a former Fire Chief, circumvented the state's construction bidding laws by directly hiring a favored vendor to install a new roof in January 2007.

The investigation, which was prompted by a complaint from a concerned citizen, found that after the project was completed, the former Fire Chief and the general contractor for the \$31,000 roofing project created documents in order to disguise the violations of state bidding laws. The OIG staff also determined that the subcontractor hired for the job recruited another company to put in a fake bid in order to create the impression that the town had conducted a competitive procurement.

The full report can be found on the OIG's website. Here is a link: <http://www.mass.gov/ig/publications/reports-and-recommendations/2012/east-bridgewater-fire-department-report-11-2012.pdf>.

CHAPTER 7 Becomes CHAPTER 7C

Designer Selection Law and Disclosure of Beneficial Interests Cites Will Change

Section 66 of Chapter 165 of the Acts of 2012, entitled *An Act To Improve the Administration of State Government and Finance* (Act), which became effective on January 1, 2013, repealed sections 38A½ to 43I, inclusive, of M.G.L. c. 7. Section 82 of the Act inserted a new Chapter 7C, which essentially moved the old Chapter 7 language to the new Chapter 7C section. These amendments do not substantively change the language of any of the provisions. However, all statutory references to the designer selection law and disclosure of beneficial interests will change. The OIG procurement manuals, website and other resources will be updated to reflect the changes. Meanwhile, below are two changes that may be of interest to readers.

- M.G.L. c. 7, §§ 38A½-N (designer selection law) became M.G.L. c. 7C, §§ 44-57.
- M.G.L. c. 7, § 40J (disclosure of beneficial interest) became M.G.L. c. 7C, § 38.

The Division of Capital Asset Management has created a helpful chart, which is available at <http://www.mass.gov/anf/property-mgmt-and-construction/oversight-agencies/dcam/>. You may need to go directly to the Act for more information on other Chapter 7 cite changes until the law books and other resource materials are updated. In addition to changes to Chapter 7, the Act updates state financing laws, facilitates the measurement of the performance of all budgeted agencies, enables better programmatic decision-making and contains many other changes. The Act is available at the General Court's website at <http://www.malegislature.gov/Laws/SessionLaws/Acts/2012/Chapter165>.

Attorney General's Office Reached a Settlement for \$7.3 Million on Behalf of the Massachusetts Bay Transportation Authority with a Vendor who Declined to Proceed With a Contract After Being a Successful Bidder

In a recent case, the Attorney General's Office (AGO), on behalf of the Massachusetts Bay Transportation Authority (MBTA), achieved a settlement with a vendor who won the 2008 procurement for operation of "The Ride" and then backed out of the contract. The Ride is a paratransit service that provides a vital door-to-door transportation service for individuals who are unable to use the general public transportation systems because of disabilities. This Office believes that this case serves as a reminder that a public entity confronted with a vendor unwilling to perform its contractual obligations does have the option of pursuing legal remedies.

According to the AGO, the MBTA conducted a procurement for The Ride services in 2008. First Transit, Inc. submitted the winning bid of \$97 million and was awarded a five-year contract. Allegedly, First Transit then learned its bid was significantly lower than competing bidders.' First Transit abandoned the contract two months before its start date, asserting that it received inaccurate information from the MBTA during the procurement process.

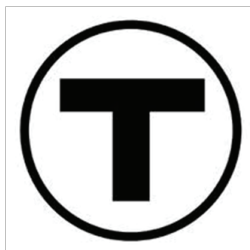
With the AGO handling the case for the MBTA, the Commonwealth disputed First Transit's allegations and asserted that First Transit was attempting to renegotiate the terms of the contract in a way that was not consistent with the terms of the solicitation and bid submitted by First Transit. Furthermore, the AGO and the MBTA alleged that the integrity of the bidding process was undermined. The MBTA stated that it suffered substantial losses by the contractor's breach of its obligation to perform a service on which many MBTA customers are highly dependent.

In November 2012, a settlement resolved the allegations that First Transit violated the Massachusetts Consumer Protection Act when it breached the contract to operate The Ride. First Transit has now paid \$7.3 million to the Commonwealth and must exercise due diligence in any future bids with the MBTA.

What if such a situation arises in your jurisdiction and a respondent wants to withdraw a bid or proposal or does not execute a contract? What should you do? Generally, under Chapter 30B, if the successful bidder refuses to execute the contract, you may award the contract to the responsive and responsible bidder offering the next lowest price, provided that the award is made within the time for acceptance specified in your invitation for bids or that the time period has been extended by mutual agreement of the parties. For proposals, if the successful proposer refuses to execute the contract, you may award the contract to the proposer you determine to have offered the next most advantageous proposal, provided that the award is made within the time for acceptance specified in your request for proposals or that the time period has been extended by mutual agreement of the parties.

You also should discuss with your legal counsel what action should be taken against the recalcitrant bidder or proposer. If the bidder or proposer posted a bond, consider attempting to collect against the bond. Depending on the facts of the case and timing issues, other contract law options also may be available.

Vendors should not be able to renegotiate essential contract terms, particularly under circumstances where the timely delivery of essential public services are at issue. To avoid such a situation, develop good specifications, require bonds on important or significant contracts and conduct an accountable and fair procurement. Finally, if necessary, be prepared to take appropriate legal action. For more information see the AGO's press release at <http://www.mass.gov/ago/news-and-updates/press-releases/2012/2012-11-02-first-transit.html>.



Frequently Asked Questions on Procurement Issues

Q1. Our City has a management contract and lease for a private entity to manage a public recreational facility. The contract will soon expire and we have not yet conducted a new procurement. Does the fact that the recreational facility could be left without an operator during winter conditions (when certain building and grounds components are more vulnerable to the elements) constitute an emergency under M.G.L. c. 30B, § 8, and thereby justify a one-year extension of the contract with the incumbent operator?

A1. Based on the information provided, this situation appears not to be a legitimate “emergency” within the meaning of M.G.L. c. 30B, § 8, because the town chose not to conduct a procurement. Any potential risk to the health of people or property (the standard to be met under section 8 of M.G.L. c. 30B) can probably be addressed through the use of the City’s own forces and/or a very short-term management contract, which could possibly be accomplished through a quotation process. A one-year extension based on the City’s failure to plan in the face of an expiring contract creates the potential appearance of a deliberate effort to give an incumbent vendor an additional year of a contract without having to be subject to a competitive bid process. Accordingly, the validity of any such extension is questionable.

Q2. It is my understanding of M.G.L. c. 30B that one can comply with the statute via a purchase made from a cooperative contract initiated by another public entity, whether the originating entity was a Massachusetts awarding authority or one from another state. Does this mean that any purchase made from an entity identified as a multi-state co-

operative purchasing agreement will constitute compliance with Chapter 30B?

A2. This Office has interpreted M.G.L. c. 30B, § 22, to permit Massachusetts municipalities to purchase supplies, but not services, through a contract previously established by an in-state or out-of-state agency or political subdivision. Pursuant to the statute, the public procurement unit which undertakes the establishment of the contract must have “...done so in a manner that constitutes a full and open competition.” M.G.L. c. 30B, § 22. Accordingly, when asked by procurement officials whether the use of a particular cooperative agreement satisfies Chapter 30B, this Office asks the awarding authority to ascertain whether the contract in question arose from: a) an advertised solicitation in a relevant publication; b) a solicitation that used specific purchase descriptions; c) a solicitation which was relatively recently advertised and/or provides for renewed competition; d) a clear rule for award or determination of best value; and e) an appropriate comparative evaluation process of competing vendors. In some instances, this Office has asked awarding authorities to consider whether a given cooperative purchasing arrangement is akin to a mere approved vendor list, which does not reflect the product of meaningful fair and open competitive bidding procedures likely to comply with Chapter 30B or best serve the economic interests of the municipality. On the other hand, a cooperative purchasing contract that results from a competitive process can be a great value for a municipality and reduce administrative steps otherwise required for procuring needed supplies.

UPDATE

New 18th Filed Sub-bid Category for Fire Protection Sprinkler System Applies to New Construction As Well As Renovation and Repair Contracts

In the October 2012 *Procurement Bulletin* we reported on Chapter 237 of the Acts of 2012, entitled *An Act Relative to Renovation and Repair Contracts*, which added an 18th filed sub-bid category to M.G.L. c. 149, § 44F, for a “fire protection sprinkler system as defined in section 81 of chapter 146.” Soon after we issued the *Procurement Bulletin* someone called to ask whether the 18th filed sub-bid category also applied to new construction, since the title might indicate otherwise. The answer is yes. According to the Attorney General’s Office, all 18 filed sub-bid categories apply to new construction projects.

What's New for MCPPO in 2013?

In addition to many updates to its current selection of classes planned for 2013, the MCPPO program is pleased to announce the following new opportunities for procurement education in the coming year:

2 New Classes for the MCPPO Program

Story of a Building

In this new one-day class attendees will be immersed in the story of a specific public building construction project from the early planning stages through construction and the building “coming to life” as put to the test by the public end-users. Class participants will gain insight from project management teams, owner’s project managers, architects, contractors, building committee members and others. Class participants will discern the key ingredients for a successful project, lessons learned from bidding disputes and project setbacks, and post-construction experiences with the building from the perspective of people who helped to build it. Each *Story of a Building* class will take place in the building under discussion and attendees will get to tour and ask questions about the facili-

Continued on next page



Beverly High School—2012



Norwood High School—2012

Continued from previous page

What's New for MCPPO in 2013?

ties. This MCPPO semester's two classes will include buildings which involve varied features such as renovated structures, new construction, Model School designs, the Construction Manager at Risk delivery method, solar installations, synthetic turf athletic fields, and various responses to demands for environmentally friendly sustainable designs and technology updates. The class is open to all interested parties and does not require any prerequisite classes. It may be used for MCPPO recertification credit. The first class is scheduled to take place in Beverly on March 14th and the next class will be in Norwood on May 23rd.

CPO: Creating a Procurement Office

This two-day class will focus on the nuts and bolts of creating and sustaining an effective procurement office. The class also will examine some of the challenges faced by procurement officials in addressing the concerns and policies of elected officials, vendors, state enforcement agencies, citizens, and colleagues from departments in their community. Experienced procurement officers as well as staff from the Office of the Inspector General will address issues such as standardizing bidding procedures and forms, the pros and cons of centralized purchasing systems, working with elected officials and departments not comfortable with or committed to proper procurement procedures, handling difficult vendor relations, and many more topics. The class will also look at some successes and innovations in procurement practices and there will be significant opportunities to learn about opportunities for sharing procurement advice, obtaining sample documents, and learning about resources for procurement assistance. This class is open to all interested parties and does not require any prerequisite classes. It may be used for MCPPO recertification credits. The first class is scheduled to take place in Boston on July 17th and 18th.

2 Classes Returning to the MCPPO Lineup

Spotlight on Schools: Procurement Issues, Challenges, and Trends

This MCPPO continuing education seminar will focus on specialized issues and challenges confronting school business officials and staff members. Topics will include school bus transportation issues, emerging technology purchasing options, procurement consequences of new educational policies and school facility developments, the pros and cons of outsourcing of school services functions, and other topics of interest to people involved in the business operations of our schools. More details will be provided in the March *Procurement Bulletin*. The first class is scheduled for Boston on April 30th.

Real Property Transactions Under M.G.L. c. 30B

This MCPPO continuing education seminar will focus on the procedural requirements of Section 16 of M.G.L. c. 30B related to the acquisition and disposition of interests in real property. It will place the Chapter 30B procedures in the context of other statutes governing real property and public construction; the class will also look at some sample procurements involving land transactions, making buildings available for new uses, and best practices for planning for the acquisition or disposition of interests in land by public agencies. The first class is scheduled for Boston on April 11th.





**MASSACHUSETTS CERTIFIED PUBLIC PURCHASING OFFICIAL PROGRAM
REGISTRATION FORM January-July 2013**

Office of the Inspector General

Glenn A. Cunha, Inspector General

MCPPPO@maoig.net Fax: (617) 523-6266

Please complete below and indicate seminar selection on the right;

NAME: _____ TITLE _____

PHONE: _____ FAX _____ E-MAIL _____

ORGANIZATION/
JURISDICTION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Do you need special accommodations?

Payment Method : CHECK/M.O. _____ PURCHASE ORDER # _____ I E/ITA _____

POLICY OF NON-DISCRIMINATION: The Massachusetts Office of the Inspector General does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, age, disability, sexual orientation, political affiliation, or Vietnam-era or disabled veteran status in its employment, admission policies, or in the administration or operation of, or access to, its programs and policies. The Office of the Inspector General does not discriminate on the basis of disability; see Section 504 of the Rehabilitation Act of 1973. Inquiries pertaining to the Office's non-discrimination policy for MCPPO programs may be addressed to Joyce McEntee Emmett, Program Director, at 617-727-9140.



The Commonwealth of Massachusetts Office of the Inspector General is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE sponsors. State Boards of Accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org



The Massachusetts Office of the Inspector General is registered with the Department of Elementary & Secondary Education to award professional development points (PDP).

REGISTRATION INFORMATION:

All seminars will be confirmed based on a minimum of 20 participants.

GOVERNMENT/NON-PROFIT COURSE PRICE:

Government employees shall include all employees of the Commonwealth, employees of the Commonwealth's political subdivisions, employees of other state governments, employees of the federal government and employees of any other municipality, county, or local district. Non-profit employees include any employee of a 501(c)(3) corporation. Proof of non-profit status must be provided with registration.

Register/ Reserve Seating:

Please forward a completed registration form with purchase order via:

Email: MCPPO@maoig.net

Fax: (617)523-6266

or mail to:

*Office of the Inspector General
One Ashburton Place, Rm. 1311
Boston, MA 02108
ATTN: MCPPO Program*

PLEASE MAKE CHECKS PAYABLE TO: Office of the Inspector General

SUBSTITUTIONS/CANCELLATIONS:

Each seminar is limited and filled on a space available basis. No refunds for cancellations. Registration transfer to someone in your organization is possible with prior notice. The OIG reserves the right to cancel/reschedule any seminar and is not responsible for any costs incurred by registrants. Terms and conditions may change without notice. Alternate course dates may be substituted in the event of an emergency, upon notification.

NO-SHOWS will be invoiced a \$100 service charge

For more information regarding administrative policies, such as complaint and refund resolution, please email Joyce McEntee Emmett, Director of the MCPPO Program at MCPPO@maoig.net or go to our website at www.mass.gov/ig.

PUBLIC CONTRACTING OVERVIEW

- Jan. 30, 31, Feb. 1, 2013 BOS
- Jan. 30, 31, Feb. 1, 2013* BRNS
- March 19, 20, 21, 2013 BOS
- March 19, 20, 21, 2013* HUNT
- April 23,24,25, 2013 BOS
- June 11, 12, 13, 2013 BOS

SUPPLIES & SERVICES

CONTRACTING

- February 5, 6, 7, 2013 BOS
- April 2, 3, 4, 2013 BOS
- April 2, 3, 4, 2013* BRNS
- June 18, 19, 20, 2013 BOS
- June 18, 19, 20, 2013* HUNT

DESIGN & CONSTRUCTION

CONTRACTING

- Feb. 13, 14, 15, 2013 BOS
- Feb. 13, 14, 15, 2013* BRN
- May 8, 9, 10, 2013 BOS
- May 8, 9, 10, 2013* HUNT
- June 25, 26, 27, 2013 BOS

CHARTER SCHOOL PROCUREMENT

- March 27 & 28, 2013 BOS

ADVANCED TOPICS UPDATE

- May 15 & 16, 2013 BOS

CONSTRUCTION MANAGEMENT AT RISK

- April 9, 2013 BOS
- June 4, 2013 BOS

STORY OF A BUILDING

- March 14, 2013 BEV
- May 23, 2013 NORW

REAL PROPERTY

- April 11, 2013 BOS

SPOTLIGHT ON SCHOOLS

- April 30, 2013 BOS

CREATING A PROCUREMENT OFFICE

- July 17 & 18, 2013 BOS

CERTIFICATION for School Project Designers & OPMs

- Feb. 27,28,Mar.6,7,2013 BOS
- May 29,30, Jun.5, 6,2013 BOS

RECERTIFICATION for School Project Designers & OPMs

- March 12, 2013 BOS
- May 21, 2013 BOS

*Video Conference

Seminar Descriptions



| | | |
|--|--|---|
| PUBLIC CONTRACTING OVERVIEW <i>No Prerequisite</i> | | Tuition: \$450 for government/non-profit employees \$600 for all others |
| <input type="checkbox"/> January 30, 31, February 1, 2013 <input type="checkbox"/> January 30, 31, February 1, 2013* <input type="checkbox"/> March 19, 20, 21, 2013 <input type="checkbox"/> March 19, 20, 21, 2013* | BOSTON BARNSTABLE BOSTON HUNTINGTON | <input type="checkbox"/> April 23, 24, 25, 2013 <input type="checkbox"/> June 11, 12, 13, 2013 BOSTON BOSTON |
| | | 3-day seminar |
| SUPPLIES & SERVICES CONTRACTING <i>Prerequisite: Public Contracting Overview or Charter School Procurement</i> | | Tuition: \$450 for government/non-profit employees \$600 for all others |
| <input type="checkbox"/> February 5, 6, 7, 2013 <input type="checkbox"/> April 2, 3, 4, 2013 <input type="checkbox"/> April 2, 3, 4, 2013* | BOSTON BOSTON BARNSTABLE | <input type="checkbox"/> June 18, 19, 20, 2013 <input type="checkbox"/> June 18, 19, 20, 2013* BOSTON HUNTINGTON |
| | | 3-day seminar |
| DESIGN & CONSTRUCTION CONTRACTING <i>Prerequisite: Public Contracting Overview or Charter School Procurement</i> | | Tuition: \$650 for government/non-profit employees \$800 for all others |
| <input type="checkbox"/> February 13, 14, 15, 2013 <input type="checkbox"/> February 13, 14, 15, 2013* <input type="checkbox"/> May 8, 9, 10, 2013 <input type="checkbox"/> May 8, 9, 10, 2013* | BOSTON BARNSTABLE BOSTON HUNTINGTON | <input type="checkbox"/> June 25, 26, 27, 2013 BOSTON |
| | | 3-day seminar |
| CHARTER SCHOOL PROCUREMENT <i>No Prerequisite</i> | | Tuition: \$300 for government/non-profit employees \$450 for all others |
| <input type="checkbox"/> March 27 & 28, 2013 | BOSTON | |
| | | 2-day seminar |
| ADVANCED TOPICS UPDATE | | Tuition: \$300 for government/non-profit employees \$450 for all others |
| <input type="checkbox"/> May 15 & 16, 2013 | BOSTON | |
| | | 2-day seminar |
| CONSTRUCTION MANAGEMENT AT RISK Under M.G.L. c. 149A: Legal Requirements & Practical Issues <i>*Introductory material geared to procurement officials who are not construction experts</i> | | Tuition: \$250 for government/non-profit employees \$450 for all others |
| <input type="checkbox"/> April 9, 2013 <input type="checkbox"/> June 4, 2013 | BOSTON BOSTON | |
| | | 1-day seminar |
| STORY OF A BUILDING <i>No Prerequisite</i> | | Tuition: \$125 for all |
| <input type="checkbox"/> March 14, 2013 <input type="checkbox"/> May 23, 2013 | Beverly High School Norwood High School | |
| | | 1-day seminar |
| REAL PROPERTY <i>No Prerequisite</i> | | Tuition: \$125 for all |
| <input type="checkbox"/> April 11, 2013 | BOSTON | |
| | | 1-day seminar |
| SPOTLIGHT ON SCHOOLS <i>No Prerequisite</i> | | Tuition: \$125 for all |
| <input type="checkbox"/> April 30, 2013 | BOSTON | |
| | | 1-day seminar |
| CREATING A PROCUREMENT OFFICE <i>No Prerequisite</i> | | Tuition: \$250 for government/non-profit employees \$450 for all others |
| <input type="checkbox"/> July 17 & 18, 2013 | BOSTON | |
| | | 2-day seminar |
| **Private Sector Training** | | |
| CERTIFICATION for School Project Designers & Owner's Project Managers | | Tuition: \$1200 for private sector |
| <input type="checkbox"/> February 27, 28, March 6, 7, 2013 <input type="checkbox"/> May 29, 30, June 5, 6, 2013 | BOSTON BOSTON | |
| | | 4-Day seminar |
| **Private Sector Training** | | |
| RECERTIFICATION for School Project Designers & Owner's Project Managers | | Tuition: \$450 for private sector |
| <input type="checkbox"/> March 12, 2013 <input type="checkbox"/> May 21, 2013 | BOSTON BOSTON | |
| | | 1-Day seminar |

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