

Letter From the Inspector General

Dear Public Official:

I am pleased to announce that this year marks the twenty-fifth anniversary of the creation of the Massachusetts Office of the Inspector General. This office was created in the wake of a major public construction scandal. It was the first statewide inspector general's office in the country and is charged with preventing and detecting fraud, waste, and abuse in the expenditure of public funds. The *Procurement Bulletin* is just one of the educational tools offered by this office in its attempt to prevent fraud, waste, and abuse before it occurs. By advising public officials on the legal requirements of Chapter 30B, the Uniform Procurement Act, offering recommended procedures for best procurement practices, and providing information on statutory amendments and recent publications, we strive to help local officials understand and properly implement the law.

The fifth edition of my office's Chapter 30B manual, entitled *Municipal, County, District, and Local Authority Procurement of Supplies, Services, and Real Property*, is now available on our website, at <http://www.mass.gov/ig/publ/30bmanl.pdf>, as well as for sale at the State Bookstore. You can contact the State Bookstore at 617.727.2834 or <http://www.sec.state.ma.us/spr/sprcat/catidx.htm>. This fifth edition contains new Chapter 30B interpretations and advice on a variety of procurement issues. Among the topics covered are the importance of including a clear rule for award, best practices for handling late and overlooked bids, the use of online auctions when disposing of surplus supplies, and the circumstances under which you may negotiate price with the lowest, responsive, and responsible bidder.

Are you a procurement officer for a charter school? If so, there are openings available in the newest Massachusetts Certified Public Purchasing Official (MCPPO) seminar, Charter School Procurement, which will be held October 4 and 5, 2006. This class was developed to assist charter schools in satisfying the requirements of section 11 of Chapter 46 of the Acts of 1997, which requires that certain charter school officials earn a Massachusetts public purchasing official certificate. For more information on the Charter School Procurement seminar, or the other MCPPO seminars,

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please visit our website at <http://www.mass.gov/ig/mcpo/igmpo.htm>.

As always, I encourage you to visit our website periodically to obtain the most up-to-date information on the public bidding laws, class schedules for the MCPPO program, and to access our reports, advisories, and other publications.

Lastly, I would like to congratulate the newly designated Massachusetts Certified Public Purchasing Officials.

Sincerely,



Gregory W. Sullivan
Inspector General

OIG Articles

Amendments to Chapter 30B

The legislature has recently enacted amendments to M.G.L. c.30B. Below please find a summary of the changes that appear in section 1 of Chapter 11 of the Acts of 2006 and in the FY 2007 budget, sections 32 and 33 of Chapter 123 of the Acts of 2006.

M.G.L. c.30B, §1

Effective February 3, 2006, M.G.L. c.30B, §1(b)(1) was amended to exempt certain contracts for energy management services. Procurement of energy management services may be done pursuant to the procedures of M.G.L. c.25A, §11I, which permits public agencies to enter into energy management services contracts using a request for qualifications process set forth in said section, as an alternate to the procedures set forth in M.G.L. c.25A, §11C. Energy management services are defined in M.G.L. c.25A, §11I(a) as:

a program of services, including energy audits, energy conservation measures, energy conservation projects, or a combination thereof, and building maintenance and financing services, primarily intended to reduce the cost of energy and water in operating 1 or more buildings, which may be paid for in whole or in part, by cost savings attributable to reduction in energy and water consumption which result from the services.

The Division of Energy Resources (DOER) enforces and interprets the bidding laws for procuring energy management services contracts, and has an engineering assistant who helps governmental bodies evaluate their needs for energy-savings improvements. Questions on M.G.L. c.25A, §11I should be addressed to your legal counsel or DOER at 617.727.4732, or <http://www.mass.gov/doer>.

M.G.L. c.30B, §4

Effective June 24, 2006, M.G.L. c.30B, §4 was amended to include subsection (d) which states:

A procurement officer may award a contract valued at less than \$25,000 for the procurement of products of agriculture as defined in section 1A of chapter 128 including, but not limited to, fruits, vegetables, eggs, dairy products, meats, crops, horticultural products and products processed into value added products as part of a Massachusetts farm operation, that are grown or produced using products grown in the commonwealth as well as fish, seafood and other aquatic products,

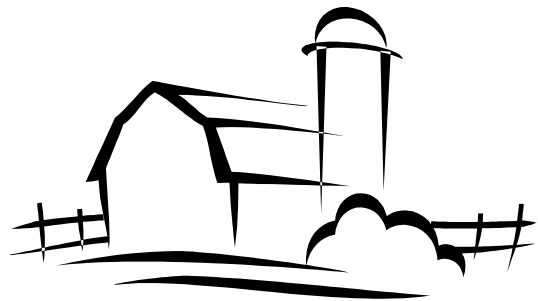
without seeking quotations as required under subsection (a), and the officer shall follow generally accepted business practices.

Chapter 30B, §20

Effective June 24, 2006, M.G.L. c.30B was amended to include a new section, section 20, which provides:

(a) Notwithstanding any general or special law to the contrary and to the extent permitted by federal law, a governmental body may, by a majority vote, establish a preference for products of agriculture as defined in section 1A of chapter 128 including, but not limited to, fruits, vegetables, eggs, dairy products, meats, crops, horticultural products and products processed into value added products as part of a Massachusetts farm operation as well as fish, seafood, and other aquatic products.

(b) Wherever a governmental body by a majority vote establishes a preference for the procurement of such products of agriculture grown or produced using products grown in the commonwealth, the procurement officer responsible for procuring agricultural products on behalf of the governmental body shall effectuate such preference in: (i) advertising for bids, contracts or otherwise and making reasonable efforts to facilitate the purchase of such products of agriculture grown or produced using products grown in the commonwealth; and (ii) purchasing products of agriculture grown or produced using products grown in the commonwealth, unless the price of such goods exceeds, by more than 10 per cent, the price of agricultural products grown or produced outside of the commonwealth.



OIG Articles cont.

Does your Contract for the Supply of Electricity or Gas Include a Dispute Resolution Clause?

This is an update to the Office of the Inspector General's (office) June 2005 Procurement Bulletin article (June 2005 article) regarding a requirement that competitive electricity suppliers, including those that supply electricity to local governments, include language in electricity contracts regarding the availability of an alternative dispute resolution (ADR) process for billing disputes over \$100. Since the June 2005 article, correspondence between this office and the Department of Telecommunications and Energy (DTE) has resulted in an aggressive initiative to ensure that competitive electricity supply contracts meet the requirements of M.G.L. c.164, §1F(2), and that each contract contain the required language about the availability of mediation for billing disputes.

Energy contracts are exempt from the competitive procurement requirements of M.G.L. c.30B, but each local government is required to forward a copy of its electricity or natural gas contract and a report of the process used to execute the contract to this office, DTE, and the Division of Energy Resources. See M.G.L. c.30B, §(1)(b)(33). For purposes of M.G.L. c.30B, the term "energy contracts" is limited to electricity and natural gas commodity contracts.

ELECTRICITY – AMOUNT IN DISPUTE OVER \$100

The dispute resolution procedures for electricity contracts with an amount in dispute over \$100 must include options for mediation, arbitration, facilitation or other dispute resolution methods. In January 2005, DTE implemented a *mediation process* through a memorandum of understanding with the Massachusetts Office of Dispute Resolution (MODR), which authorizes DTE to refer to the MODR billing disputes greater than \$100 between any electricity customer, including municipalities, and an electric distribution or generalization company, electricity aggregator or competitive electricity supplier for resolution. According to the memorandum of understanding between DTE and MODR, MODR's mediation services to parties referred by the DTE are provided pursuant to MODR's Public Sector ADR Program. In addition, the mediation services include related consultation, dispute resolution assessment, and other technical assistance.

Since 2004, this office has worked with DTE regarding the requirement that contracts between electricity customers (including local governments) and competitive electricity suppliers include a provision outlining the availability of mediation services if the amount in dispute is greater than \$100 and the subject matter of the case is within the statutory and regulatory jurisdiction of DTE. Although this requirement was part of DTE's law and regulation, the provision regarding the option to use ADR was not appearing in contracts between competitive electricity suppliers and municipalities. In addition, DTE had not put in place a contract for the provision of mediation services.

After DTE established mediation services through MODR, this office found that the contracts between competitive electricity suppliers and municipalities were missing a reference to any kind of ADR procedure by which billing disputes between the competitive electricity suppliers and the local governments could be resolved. This office encouraged DTE once again to notify competitive electricity suppliers and consumers about the mediation services that are now available.

A May 19, 2005 letter from DTE to competitive electricity suppliers that it licensed required them to inform customers of the availability of the mediation services. Citing M.G.L. c.164, §1F(2) and 220 CMR 11.07(4), the letter directed the competitive electricity suppliers to inform each of its customers, within 90 days of the date of the letter, of the mediation process provided by MODR with a copy to DTE. This office alerted local governments to those issues in the June 2005 article.

Despite such information, this office continued to receive electricity contracts that do not include any reference to ADR procedures. On June 1, 2006, this office wrote to DTE and requested its plan to ensure that all contractual agreements of competitive electricity suppliers that it licensed include a statement regarding the availability of mediation services through MODR. DTE's letter of reply, dated June 14, 2006, informed this office that in order to remedy the situation, it had sent another letter "to all licensed competitive suppliers regarding their statutory obligation to notify customers in writing of the availability of mediation at the time service is initiated through the use of appropriate language in competitive supply contracts." The letter also provided as follows:

The Department will require all competitive suppliers, within 45 days of the date of this letter, to certify that they are in compliance with the notification requirements of G.L. c.164, §1F(2). **Failure to do so may result in suspension, revocation, or non-renewal of the competitive supplier's license pursuant to 220 C.M.R. § 11.05.** The Department will follow-up with individual competitive suppliers, as appropriate, to ensure compliance. (Emphasis added.)

July 31, 2006 was the last day for competitive electricity suppliers to certify in writing to DTE that each is in compliance with or will immediately bring itself into compliance with the notice requirements of M.G.L.c.164, §1F(2). DTE had rerouted the electricity contracts it received pursuant to M.G.L. c.30B, §(1)(b)(33) to an attorney who works with competitive electricity suppliers. DTE notified competitive electricity suppliers and reviewed electricity contracts, contacting those suppliers whose contracts did not include a dispute resolution clause.

By letter dated August 28, 2006, DTE reported to this office that it had received satisfactory responses from the majority of competitive electricity suppliers that currently service customers in Massachusetts. DTE is following up with several competitive electricity suppliers who are not in compliance and will

OIG Articles cont.

continue to monitor all competitive electricity supply contracts filed with the agency pursuant to M.G.L. c.30B, §1(b)(33) to ensure that they contain the required language regarding the availability of mediation services for billing disputes. In the future, this office will refer any electricity contracts that do not include the statutorily mandated ADR clause to DTE.

NATURAL GAS – AMOUNT IN DISPUTE OVER \$100

M.G.L. c.164, §1F only applies to electricity. There is nothing in the statute that requires MODR involvement for disputes regarding natural gas over \$100. If DTE receives a natural gas dispute for over \$100, ADR with MODR would not automatically be an option. According to DTE staff, however, if DTE receives a natural gas dispute for over \$100, DTE would determine whether to contact MODR to make arrangements for ADR.

PROPERTY DAMAGE ALTERNATIVE DISPUTE RESOLUTION PROCESS FOR COMPETITIVE ELECTRIC AND GAS CUSTOMERS UNDER \$100

This office also asked DTE about property damage dispute resolution procedures for electric and gas customers under M.G.L. c.164, §1E(d). By letter of June 14, 2006, DTE replied that it amended its regulations pursuant to M.G.L. c.164, §1E(d), effective March 1998, relative to an “alternative dispute resolution process” for the handling of damage claims in an amount *under* \$100. The regulations authorize the filing of complaints with DTE by electric and gas customers for “property damage under \$100” with such claims to be referred “for mediation and/or arbitration.” DTE handles mediation of these property damage claims through its own consumer division. There is no requirement under M.G.L. c.164, §1E(d) for DTE to negotiate an agreement with MODR to handle such claims for over \$100 that involve natural gas.

FILING YOUR JURISDICTIONS ENERGY CONTRACT

Energy contracts should be addressed as follows:

Mary Cottrell, Secretary
Department of Telecommunications and Energy
One South Station – 2nd Floor
Boston, MA 02110

Robert Sydney, General Counsel
Division of Energy Resources
Office of the General Counsel
100 Cambridge Street, Suite 1020
Boston, MA 02114

Barbara J. Hansberry, General Counsel
Office of the Inspector General
One Ashburton Place, Room 1311
Boston, MA 02108

Prior to sending the contract, please ensure that the required ADR language is included.

Questions and Answers, M.G.L. c.30B

Q.1. I am my city’s chief procurement officer and I recently solicited bids for food management services. I awarded the contract to the lowest, responsive, and responsible bidder, however, the bidder has refused to sign the contract. May I award the contract to the second-lowest, responsive, and responsible bidder?

A.1. You may award the contract to the second-lowest, responsive, and responsible bidder after the lowest bidder refused to sign the contract, so long as the time for acceptance stated in your invitation for bids has not passed. Generally bidders will not agree to hold their prices beyond the time for acceptance stated in your invitation for bids, and even if they would, a new procurement would be necessary in order to have a valid, enforceable contract. The time for acceptance is the time your jurisdiction has given itself to accept an offer, which is a bid. If the time for acceptance has not expired, the time may be extended up to 45 days by mutual agreement between your jurisdiction and the apparent next-lowest, responsive, and responsible bidder. This extension is only necessary if the city needs more time to determine the lowest, responsive and responsible bidder. In this case, where the lowest bidder refused to sign the contract, the mutual agreement would be between the city and the second-lowest, responsive, and responsible bidder. If the time for acceptance has expired, you must conduct a new procurement process.

Q.2. I am the purchasing agent for a town. The vendor that the town contracted with for parking meter services defaulted six months into the contract and, as a result, the town terminated the contract. May the town enter into a contract for parking meter services with the second-lowest, responsive, and responsible bidder from the original procurement process?

A.2. No. The time for acceptance has expired, and therefore, you must conduct a new procurement process.

Q.3. I am the CPO of a regional school district and I am preparing an IFB for custodial supplies. The paper towel dispensers in the bathrooms can only dispense paper towels that fit the specific dimensions of the dispensers. When writing the specifications, am I required to allow for equivalents after stating a proprietary brand name and dimensions for the paper towels?

A.3. No. If you have a valid reason for requiring a specific brand of paper towel, there is no requirement that you state “or equal” after the brand name and accept equivalents.

However, if your specifications allow for equivalents, they should also state the qualities or dimensions of the proprietary item that must be equaled. For example, you could request a specific brand name of paper towels and state that you will accept any other two-ply brand

Questions and Answers, cont.

that fits your dispensers. Your specifications should also include relevant information about your dispensers.

Whether or not you decide to allow for equivalents, you must follow the Chapter 30B requirements for using proprietary specifications. The requirements state that you must put your reason(s) in writing, keep such in your procurement file, and conduct a competitive procurement process.

Important Information from the OIG

Ten Hours of OSHA Training Required for Workers on Construction Worksites

Effective July, 1, 2006, all employees of a contractor to be employed on public building and public works worksites must have successfully completed at least a 10 hour course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) at the time the employee begins the work.

Pursuant to M.G.L. c.30, §39S, any person submitting a bid for, or signing a contract to work on, a public building or public works project estimated to cost more than \$10,000, must certify under the pains and penalties of perjury that he or she is able to furnish labor in harmony with all other elements of labor employed in the work and that all employees employed on the worksite, or in work subject to the bid, have successfully completed at least 10 hours of OSHA approved training. M.G.L. c.30, §39S applies to the commonwealth, its political subdivisions, and to any county, city, town, district or housing authority.

Any questions on M.G.L. c. 30, §39S should be referred to your legal counsel or the Attorney General's Office at 617.722.2200.

Central Register and Goods and Services Bulletin Online Submission of Advertisements

The Secretary of State's Office is advising local governments that they can now submit online advertisements to be published in the *Central Register* and the *Goods and Services Bulletin*.

Central Register advertisements can be submitted at <http://www.sec.state.ma.us/spr/sprinf/infocent.htm>.

Goods and Services Bulletin advertisements can be submitted at <http://www.sec.state.ma.us/sprpublicforms/GSSubmissionform.aspx>.

Recent Publications

Letter to Joseph Connarton, Executive Director of PERAC: Middlesex Retirement System's Headquarters Renovations, April 2006

This letter to the Public Employee Retirement Administration Commission (PERAC) details this office's findings relating to the renovations of the Middlesex Retirement System's headquarters, including that numerous apparently false documents had been created to convey the appearance that a valid competitive selection process had been conducted when, in fact, no such process had been conducted. Further, this office noted that these and other actions raise grave concerns about the care, skill, prudence, and diligence of the Retirement Board.

The complete letter can be viewed at <http://www.mass.gov/ig/publ/peracltr.pdf>.

Letter to the Chairman of the Board of Selectmen and the Town Manager of the Town of Acton: Developer Profits – Crossroads Development, LLC, May 2006

This letter details the findings of this office's review of Crossroads Development's 40B developer profits, highlighting a significantly different profit scenario than that presented to the town by Crossroads Development, including understated sales and overstated expenses. Although Crossroads Development was entitled to profits of 20% of the total development costs of the project, this office found that the understated sales and overstated expenses resulted in a revised profit percentage of 57% which, in turn, would result in an excess profit payable to the town of approximately \$763,000.

The complete letter can be viewed at <http://www.mass.gov/ig/publ/acton40b.pdf>.

Letter to the Executive Director of the Massachusetts Port Authority: Banking Services Procurement, May 2006

This letter details the findings of this office's review of the Massachusetts Port Authority's (Massport) 2004 banking services procurement. This office found numerous procedural flaws, including a failure to advertise the banking services RFP, as well as an apparent conflict of interest involving Massport's banking consultant, resulting in the parent bank of the banking consultant winning the contract. This office recommended that Massport immediately re-procure the banking services contract through a fair and open procurement process.

The complete letter can be viewed at <http://www.mass.gov/ig/publ/mpaltr.pdf>.

Letter to the Chairman of PERAC: Investigation of the pension received by Charles Bradshaw Lincoln, May 2006

Upon receiving a complaint relating to the pension received by

Recent Publications

Charles Bradshaw Lincoln, a former employee of the town of Needham, the Brockton Police Department, and the Plymouth County Sheriff's Department, this office found that Mr. Lincoln received a yearly pension amounting to almost \$140,000 annually. Mr. Lincoln's pension was based on his two salaries (an average of about \$177,569 per year) one from the Brockton Police Department and one from the Plymouth County Sheriff's Department, both of which he worked for in his last three years in public service. This office also found that Mr. Lincoln had fraudulently used his sick time so that he could continue working for both Brockton and Plymouth County. This office recommended that PERAC recalculate Mr. Lincoln's pension taking into account the fraudulent use of sick days, and examine the existing pension laws to preclude such a situation from occurring again.

The complete letter can be viewed at <http://www.mass.gov/ig/publ/pensionl.pdf>.

Letter to the Abington Board of Health: Review of Missing Cash Receipts, June 2006

This letter to the Abington Board of Health details the findings of this office's review of missing cash receipts. The review was based upon a complaint that over a five-year period \$10,000 of cash received through Board of Health operations was not properly transferred to the town treasury. This office found that appropriate controls and procedures regarding the cash receipts were not in place, resulting in inappropriate use of cash received, and an inability to track the cash receipts. This office recommended that the Board of Health develop written procedures for operations, and establish appropriate procedures to safeguard assets.

The complete letter can be viewed at <http://www.mass.gov/ig/publ/abingboh.pdf>.

Letter to Amesbury Mayor, Thatcher Kezer: Review of the Disposition of Bailey's Pond, July 2006

This office was asked to review the process used for the disposition of Bailey's Pond in the city of Amesbury. This office identified possible violations of municipal finance law and public procurement law. This office is continuing to review aspects of the project.

The complete letter, including the findings and recommendations, can be viewed at <http://www.mass.gov/ig/publ/amesbury.pdf>.

Letter to Jon Fuller, Chairperson of the Town of Orleans Board of Selectmen: Private Cottages on Public Land, August 2006

This office received a complaint that there are private cottages located on the south end of Nauset Beach in the Town of Orleans that are not being assessed property taxes by the town. This office contacted the Town which advised that there were

in fact 12 cottages, or camps, located on public land that were taken by eminent domain in 1957 and 1959. It appears that the properties have been occupied tax and rent free since that time. The town counsel was subsequently authorized to conduct title searches on the properties and learned at that time the land was taken, five owners purported to reserve rights to use the camps for the grantors lifetime. Town counsel did not find any deeds conveying ownership rights in the other seven camps and recommended that the town make further inquiry to determine if any of the camp occupants have lawful rights regarding the camps. If they do not, he recommended that the town take possession of the camps after due notice and further recommended that if the town continues to permit camp occupants to remain on the land that they should be liable for tax assessment under the existing law.

The complete letter may be viewed at <http://www.mass.gov/ig/publ/orleansl.pdf>.

Letter to the Massachusetts School Building Authority: Recommendations Regarding the State's School Building Assistance Program, September 2005

This office made various recommendations to the new Massachusetts School Building Authority (MSBA) that will instill discipline in the state's school building assistance program, and prevent problems that occurred under the former Department of Education (DOE) program. Specific problems in the former program include: DOE consistently paying for work outside of the original project scope, waiving program standards and regulations on almost every project, failing to audit projects at project completion, allowing change orders approved by cities and towns that resulted in significant added costs to the state, and a lack of standard contracts and fee structures resulting in design fees that range from 5% of the project cost to 14% of the project cost. This office offered several recommendations to MSBA which include: establishing equitable funding rules, setting realistic standards that will be enforced uniformly, auditing construction projects in a timely manner, establishing a process to review all proposed change orders, and standardizing contracts and fee structures.

The complete letter may be viewed at <http://www.mass.gov/ig/publ/msbaltr.pdf>.



Congratulations!

The following is a list of the MCPPO Program's new designees on applications **reviewed** between January 2006 and July 2006.

MCPPO

Barbara Aylward, MWRA
 Michael P. Bare, MBTA
 Rita V. Brousseau, City of Lawrence
 Jay D. Bry, Fitchburg State College
 John Bugbee, Town of Tisbury
 Gerald A. Carchedi, City of Boston Parks Dept.
 Christopher J. Gagliastro, City of Worcester
 Penny Geis, Hampshire Council of Governments
 Matthew R. Horan, MWRA
 David S. Johansen, Town of Dennis
 James M. Keefe, Town of Weymouth
 Hans C.M. Keijser, Barnstable DPW
 Daniel M. Keyes, Town of Lunenburg
 Barbara R. Myles, Lincoln Public Library
 Nicholas Read, Office of the Inspector General
 René J. Reid, Town of Mashpee
 Marie T. Rizzo, Town of Dedham
 Josephine A. Ruthwicz, Town of Holbrook
 Peter O. Simpson, Holbrook Public Schools
 Sheila Skane, Greater Newburyport Educ. Collab.
 Fran Trainor, Town of Saugus
 Kelly L. Whelan, Office of the Inspector General
 Skippy Wilcox, Wareham Fire District

MCPPO for Supplies & Services

Lynn M. Fortini, Plymouth Police Dept.
 George R. Garabedian, Greater Lowell Tech. HS
 Nanci S. Schwartz, Hampshire Council of Governments
 Gregory Zammuto, Stoneham Public Schools

MCPPO for Design & Construction

Steven C. Boudreau, Town of Wrentham

Associate MCPPO

Diane Fisk Johnson, Cambridge Public Schools
 Joan M. Ouellette, City of Attleboro
 Marcia Pyles, Town of Bedford
 John Stanbrook, Town of Halifax
 Wendy Todd, Office of the Inspector General
 Katherine Trevor, Office of the Inspector General

Associate MCPPO for Supplies & Services

Capt. Michael A. Belmont, Plymouth Police Dept.
 Susan M. Donahue, Blackstone Valley RSVD
 Connie Linscott, City of Beverly

Associate MCPPO for Design & Construction

John S. Healy, Holyoke Housing Authority
 Thomas J. Telford, Bridgewater State College

Let Us Bring Procurement Training to Your Jurisdiction!

The Office of the Inspector General is now offering procurement training in your area. This is a convenient and cost-effective way to educate public employees and officials in your community.

The training options listed below include information on the new amendments to the public construction bid laws. You may call, fax or e-mail a registration form to schedule a training. Participants that have already received their Massachusetts Certified Public Purchasing Official (MCPPO) certification may earn credits toward renewing their MCPPO certification.

Bidding Basics 101

This seminar may be either two or three hours in length and includes an overview of the basics needed to begin understanding public purchasing for local governments in Massachusetts. The seminar's emphasis is on M.G.L. c.30B (supplies and services) with a brief overview of the public construction bidding laws including, M.G.L. c.30, §39M (public works), M.G.L. c.149 (public building construction) and M.G.L. c.7, sections 38A½-0 (designer selection). There is no examination requirement. The total cost for this seminar is \$150.00 for the two-hour session and \$250.00 for the three-hour session.

Bidding Basics and Contract Administration

This four-hour seminar includes an overview of the basics needed to begin understanding public purchasing for supplies and services and contract administration for local governments in Massachusetts. The seminar also includes a brief overview of the public building construction, public works construction and designer selection bidding laws. There is no examination requirement. The cost for this seminar is \$500.00.

Please visit our website at <http://www.mass.gov/ig/mcpo/igmpo.htm> for more information or contact Liz Powers at 617.722.8814.



Congratulations!

As you may know, section 11 of Chapter 46 of the Acts of 1997 require that the procurement officers of charter schools participate in the MCPPO program conducted by this office in order to earn a Massachusetts public purchasing official certificate. The following Commonwealth charter school employees have hereby satisfied the training requirement by recently attending and successfully completing the **Public Contracting Overview** seminar or the **Charter School Procurement** seminar:

James Albrecht, Assistant Director, Sturgis Charter Public School
 Alan L. Barnett, Senior Accountant, Boston Renaissance Charter Public School
 Jeffrey Barry, Business Manager, Marblehead Charter School
 Diane Bassett, Planning Coordinator, Health Careers Academy
 Daria Bolkhovsky, Business Manager, AMSA Charter School
 Diane Bonaventura, Controller, Abby Kelley Foster Regional Charter School
 Natalie Bys, Executive Assistant, Martin Luther King Charter School of Excellence
 Thomas Carpenter, Bookkeeper, Hilltown Charter Public School
 Kevin Cherry, Chief Financial Officer, Boston Renaissance Charter Public School
 Cliff W. Chuang, Coordinator of Research & Finance, MA DOE Charter School Office
 Michael Connelly, Operations Manager, Excel Academy Charter School
 Raymond Cruz, Office Manager, Roxbury Preparatory Charter School
 Kathy DeNicola, Controller, Community Day Charter School
 Rida Eng, Chief of Operations, Lowell Community Charter Public School
 Kara Geraci, Business Manager, Benjamin Franklin Charter School
 George James, Business Manager, Phoenix Charter Academy
 Robert L. Jumper, Jr., Business Manager, Benjamin Banneker Charter School
 Thomas Miller, Director of Operations & Finance, Boston Prep. Charter Public School
 John Neas, Business Manager, Benjamin Franklin Charter School
 Michael O'Donnell, Chief Financial Officer, Prospect Hill Academy Charter School
 Rosa M. Payes, Business & HR Manager, Lowell Community Charter Public School
 Ann Richards, Operations Manager, AMSA Charter School
 Karen E. Scichilone, Business Manager, Cape Cod Lighthouse Charter School
 Kristine M. Shippis, Business Manager, South Shore Charter Public School
 Mary Simpson, Business Manager, Holyoke Community Charter School
 Harlan Smith, Director of Operations, Four Rivers Charter Public School
 Melissa Way Rodrigues, Executive Business Assistant, New Bedford Global HMCS

Having completed the *Public Contracting Overview* or the *Charter School Procurement* seminar, the aforementioned are eligible to take advanced seminars and pursue the designation of Massachusetts Certified Public Purchasing Official. We are currently offering certification seminars on contracting for supplies and services and for design and construction. For more information on MCPPO Program seminars and designation requirements please visit our website at <http://www.mass.gov/ig/mcppo/igmpo.htm>.

Openings Available in the following October seminars: *Charter School Procurement and Construction Management at Risk Under M.G.L. c.149A: Legal Requirements and Practical Issues*

There are still openings available for the October 4 and 5, 2006 *Charter School Procurement* seminar and the October 19, 2006 *Construction Management at Risk* seminar. To find out more information or to register for either seminar, please visit our website at <http://www.mass.gov/ig/mcppo/igmpo.htm>.

The *Charter School Procurement* Seminar was developed to assist charter schools in satisfying the requirements of section 11 of Chapter 46 of the Acts of 1997, which requires that certain charter school officials earn a Massachusetts public purchasing official certificate. For more information please visit our website at <http://www.mass.gov/ig/mcppo/igmpo.htm>.



MASSACHUSETTS CERTIFIED PUBLIC PURCHASING OFFICIAL PROGRAM
REGISTRATION FORM June-December 2006

Office of the Inspector General
Gregory W. Sullivan, Inspector General
Phone: (617) 727-9140 Fax: (617) 723-2334

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.

RESERVE SEATING:

To reserve seating, fax registration and purchase order to (617-723-2334).

MAIL ORIGINAL TO:

Commonwealth of Massachusetts
Office of the Inspector General
One Ashburton Place, Rm. 1311
Boston, MA 02108

ATTN: MCPPO Program

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One Ashburton Place, Room 1311
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