

Massachusetts Office of the Inspector General Procurement Bulletin

CHAPTER 30B FREQUENTLY ASKED QUESTIONS (FAQs)

The Inspector General has featured M.G.L.c.30B (Chapter 30B) Questions and Answers (FAQs) in the Office *Procurement Bulletin* since 1994. This double issue of the *Procurement Bulletin* is a reprinting of many FAQs, which this Office hopes will serve as a useful reference tool.

Broad discussions of reforms in the process of bidding for public construction projects are now taking place before the Special Commission on Public Construction Projects (Commission) pursuant to Chapter 46 of the Acts of 2003. In light of expected changes in the public construction laws as the result of the Commission's work, this newsletter does not include any questions and answers on M.G.L. c.30B as it relates to public construction.

- 15. Real property advertising requirements – > \$25,000.
- 16. Real property advertising requirements – < \$25,000.
- 17. *Goods and Services Bulletin* advertising.
- 18. Price considerations on renewal/extension options and multi-year supplies and services contracts.
- 19. Using specifications from another municipality.
- 20. Using specifications provided by a vendor.
- 21. Alternate bids.
- 22. General Services Administration contracts.
- 23. Minor informality.
- 24. Failure to submit certificate of good faith.
- 25. Brand name or equal.
- 26. Lack of renewal provision in IFB.
- 27. Student Activities Fund expenditures.

-continued on page 3-

Chapter 30B FAQ – List of Topics

- 1. Guidelines for negotiating with a low bidder to save money.
- 2. License agreements.
- 3. Concessionaire's gift of an electronic scoreboard is subject to M.G.L. c. 30B.
- 4. Applicability of M.G.L. c.30B to food purchases by a food service company.
- 5. Validity of an unsigned bid price form.
- 6. Contracts between a school official and a private vendor for candy bar sales.
- 7. Bid splitting.
- 8. Public records law.
- 9. Grant agreements.
- 10. Twenty-five percent increase in quantities when quantities are estimated.
- 11. Real property – majority vote approval.
- 12. Governmental bodies – educational collaboratives.
- 13. Multi-year contracts – price comparison.
- 14. Appropriation – seeking bids before funds are appropriated.

Inside this issue:

- New Chapter 30B Attorney** page 2
- Recent Reports Issued by the OIG** page 2
- FAQs** page 3

Introducing the Chapter 30B Attorney

Angela D. Atchue has recently been hired as the Chapter 30B attorney for the Office of the Inspector General. Angela is a graduate of Suffolk University Law School and a member of the Massachusetts Bar. Before joining the Office, Angela clerked for the trial judges of the Connecticut Superior Court. In addition, she

worked as a law clerk for the Massachusetts Division of Medical Assistance and as a judicial intern for the Massachusetts Superior Court. Angela will be taking over responsibility for answering telephone questions about Chapter 30B. You may reach Angela by calling (617) 727-9140, extension 28838.

Recent OIG Reports

The Office of the Inspector General recently released the following reports and letters, all of which are available for download from www.mass.gov/ig.

- A Local Official's Guide to Procuring and Administering Audit Services, May 2004.
- Letter to City of Attleboro Mayor Kevin J. Dumas regarding Employee Misconduct, April 2004.
- A Big Dig Cost Recovery Referral: Poor Contract Oversight by Bechtel/Parsons Brinckerhoff May Have Led to Cost Increases, February 2004.
- An Interim Report on Chapter 28 of the Acts of 2002: A pilot program that suspends filed sub-bidding on certain school construction projects, February 2004.
- Bid Fabrication and Cover-up in the Town of Bernardston's Sand Procurement, February 2004.
- Letter to Commissioner Alan LeBovidge regarding Economic Development Incentive Program Tax Credits, January 2004.

Chapter 30B FAQs

(1) When may I negotiate with a vendor in order to save money?

If you invited bids, you may negotiate the price of a contract downward, without any change in the quantity or scope of services, with the low bidder only. This would not be prejudicial to fair competition because the low bidder will be awarded the contract anyway.

Once you have awarded a contract, Chapter 30B allows you to increase the amount of supplies or services to be provided under a contract by twenty-five percent of the total contract price. However, the unit price of the supply or service must remain the same. If you used a request for proposals process, you may negotiate the plan of services with the chosen proposer, if you asked for one in your specifications.

(2) A theatrical company offered my jurisdiction a fee in exchange for permission to use our high school auditorium for a dress rehearsal of their latest production. Is this transaction subject to section 16 of Chapter 30B?

The answer is no. This type of agreement is called a "license." A license is a temporary permit to use real property and is not subject to Chapter 30B because it is not an interest in real property.

On the other hand, a lease is an interest in real property and will be subject to Chapter 30B if the value of the lease is \$25,000 or more. You need to look at the facts and circumstances surrounding the transaction in order to distinguish between a license and a lease.

A lease is an agreement in which the owner of real property grants to another the right to

possession of the property, retaining a reversion. The usual test of whether a document is a lease is whether the instrument gives the so-called lessee exclusive possession of the premises.

On the other hand, a license excuses acts done by one party on land in possession of another that would be trespass without the license. A license is revocable at the will of the possessor of the land, subject only to the licensee's right to be on the land for a reasonable time after revocation for the purpose of removing his goods thereon.

A license is generally non-assignable. A license often grants permission to enter land only for certain well defined purposes, such as to cut timber or gather crops. Licenses may be of very limited duration. The portion of the property to be used by the licensee is often ill-defined or changeable. Indeed, a license may be both time-limited, and allow access to an indeterminate area. In sum, the character of a license is "evanescent, fleeting, revocable..." (3 Powell, Real Property 428 (Rohan ed., 1986).

(3) If a major softdrink company offers to provide our school system with an electronic scoreboard in conjunction with a concession stand contract, will this transaction be subject to Chapter 30B?

Yes. You may estimate the contract value by determining the approximate volume of soft-drink sales and the value of the advertising space. If it is determined that the value of the contract will be less than \$25,000, Chapter 30B requires solicitation of three telephone or written quotations. If it is determined that the contract is valued at greater than \$25,000, an invitation for bids or request for proposals process is required. You may award the contract to the softdrink vendor that offers to pro-

vide the school with an electronic scoreboard and will pay the highest price or commission to the school for drinks sold through its concession stands.

(4) How does Chapter 30B apply to purchases of food when the public school food service program is managed by a private food service management company?

There are three possible methods of contracting to buy food:

1. Advertise for a contract for a food service management company which includes the cost of the food as well as the food preparation.
2. Advertise for a contract that includes only the preparation services. School officials may buy the food, using Chapter 30B and provide the food to the food service company.
3. Advertise for a contract that requires the food service management company to purchase the food on behalf of the schools and then prepare it. The cost of the contract includes the services, but does not include the cost of the food. When the food service company purchases food, the school department reimburses the cost. This is the most complicated arrangement for school officials, since they have to ensure that food purchases made by the vendor are done through a competitive process.

A private food service management company may solicit quotes, prepare bid specifications and advertise for competition on behalf of the school district in accordance with Chapter 30B. It may also provide the school district with recommendations for contract awards.

Where a contract between a school district and a private food service management company includes food purchases in the scope of services under contract, Chapter 30B would not apply to the private company's food purchases. However, when procuring the food service management company, the school district must specify that the management company will supply the food and must provide vendors with information to determine the quantity and quality of the food needed.

(5) Recently, my community went out to bid for a school bus transportation contract. The lowest qualified bidder failed to sign the bid price form. However, the non-collusion form was signed. Must I reject this bid?

No. A signature on the bid is necessary to validate its authenticity. However, where other indicia of authenticity are denoted, such as initialed pages or a signed non-collusion form, it is clear that the submission was intended for evaluation and would be contractually binding. In this case, the fact that the bid price form was not signed can be waived as a minor informality. The bidder may sign the bid price form as soon as possible.

Massachusetts courts have held that a signature is valid if it is made with initials only, or if a document is signed by the person to be charged, in their own name, or by their initials, or by the person's first name alone, or by a printed, stamped or typewritten signature, if in signing in any of these methods the person intended to authenticate paper as their act.

Alternatively, a signature consisting of a company is typewritten name is sufficient where evidence showed that these words were intended as signature of the company. (See, *Irving v. Goodimate Co.*, 320 Mass. 454 (1946) and *Sanborn v. Flagler*, 91 Mass. 474 (1864.))

(6) The principal of the middle school in my jurisdiction would like to raise money so that the eighth graders can go to Washington, D.C. A candy company has offered to provide the school with 25 cents for every candy bar a student sells, but there may be other companies that offer us a higher percentage per candy bar sold. Since the parties to the contract will be a school official and a private vendor, wouldn't this transaction be subject to Chapter 30B?

Yes. If the value of the contract is between \$5,000 and \$25,000, you must seek three quotations. If the value of the contract is \$25,000 or more, you must advertise for competitive sealed bids or proposals. You must state in your specifications how you will determine the highest bidder. Some methods to do this include using a lump sum amount to determine the high bidder or you may use the highest percentage per dollar based on an estimated number of units sold. If the vendor offers any sort of gift in conjunction with the contract, you should contact the State Ethics Commission to make sure that it does not violate the conflict of interest law. A gift to the school department may be acceptable, but a gift to a public official will not be.

(7) I purchase cafeteria food supplies for our school system. If I do not combine these purchases into one bid package, will I be bid splitting?

Not if you have a reasonable business rationale to make separate purchases. Section 11 of Chapter 30B only prohibits the splitting or division of any procurements if it is done for the purpose of evading a requirement of this chapter. However, if you have a business rationale to make separate purchases, then you may do so.

For example, if you are purchasing seasonal,

perishable commodities, like fresh produce, that are subject to frequent price fluctuations, produce suppliers may be unwilling to enter into reasonably-priced long term contracts. For this reason, there is a sound business rationale for making smaller, more frequent purchases of fresh produce. You may want to approach this type of procurement by soliciting weekly price quotations or comparing vendor catalogs or price lists.

(8) If you ask for information from bidders to establish financial stability of the bidders, and one bidder does not want the information to become available to the public, does our jurisdiction have to restrict access to that bidder's file?

No. You may not restrict access to that bidder's files. The Massachusetts Public Records Law states that all documents that are submitted as a condition for competing for a public contract are public records. Therefore, any information that you ask for from bidders becomes public records.

Often, it is easier, for both bidders and awarding authorities, to require bidders to submit items such as references and a performance bond, instead of complicated or sensitive financial documents.

(9) My jurisdiction's Employee Assistance and Training Program provides training grants of up to \$5,000 to residents who meet income eligibility guidelines. Are these grants subject to M.G.L. c.30B?

No. M.G.L. c.30B applies to the procurement of services; however, "services" is defined to exclude "grant agreements." M.G.L. c.30B, §2 defines "grant agreement" as "an agreement between a governmental body and an individual or nonprofit entity the purpose of which is to carry out a public purpose of support or

stimulation instead of procuring supplies or services for the benefit or use of the governmental body." Because Employee Assistance and Training Program grants are aimed at a public purpose of support and are not a procurement of goods or services for the use of your jurisdiction, it is the opinion of this Office that, these grants are exempt from M.G.L. c.30B.

(10) If I do not know the exact amount of material I will need when I am preparing an invitation for bid (IFB), how can I avoid having to rebid because I need to buy more than I originally anticipated?

M.G.L. c.30B allows an increase in the quantity of supplies or services specified in a contract by up to twenty-five percent provided the following conditions are met: 1) the unit prices don't increase; 2) the procurement officer specifies in writing that there is a need for the increase and that amending the existing contract is more economical and practical than awarding another contract; and 3) the vendor and awarding authority agree to the change. (Increases to contracts for the purchase of gasoline, fuel oil, or road salt are not subject to a twenty-five percent limit.) When a contract is for a fixed amount of supplies or services, the calculation of a twenty-five percent increase is a simple one. However, for some contracts, an awarding authority can only provide vendors with estimated quantities, which raises the question of how to apply the twenty-five percent rule. A good example of this situation is a road sand contract. Obviously, a municipality cannot know in advance how much sand will be needed during the winter, and can only provide vendors with estimates based on previous years. In a particularly stormy winter, a municipality will likely use well over the estimated quantity plus twenty-five percent, and will be faced with having to bid a second contract for the

additional sand, solicit quotes, or determine that an emergency situation exists. None of these options is desirable as they all leave the municipality in the position of buying at the time of year when prices are highest. To avoid this problem, your IFB (or request for proposals) can and should specify a maximum quantity large enough to meet your needs even under the most extreme circumstances. The IFB or RFP and resulting contract should state that you would purchase only the quantity that you actually need, but that you may purchase up to a specified maximum amount under the contract. In the example of the road sand contract, your maximum amount could be the amount of sand needed in your worst-case scenario. In this manner, you can be assured that you will have the benefit of a competitive price. Increases beyond the maximum amount specified in the contract are subject to the twenty-five percent rule.

(11) Does M.G.L. c.30B require majority approval for real property leases having a duration longer than three years, as it does for supply and service contracts?

No. M.G.L. c.30B does not limit the duration of real property contracts. However, M.G.L. c.40, §3 caps the length of a lease involving a building at 10 years. Your town counsel or city solicitor can provide further advice on this area of the law.

(12) Are educational collaborative governmental bodies" for the purpose of M.G.L.c. 30B?

Yes. An educational collaborative falls under the definition of "governmental body" in M.G.L. c.30B. This means that educational collaboratives must follow the procedures set out in M.G.L. c.30B for procuring or disposing of supplies, services, and real property. However, agreements between municipalities or school

districts and educational collaboratives are exempt from M.G.L. c.30B as intergovernmental agreements.

(13) How do I compare prices for a multi-year contract?

There are three possible methods for soliciting multi-year contract prices that can be meaningfully compared:

1. You may require offerors to submit prices that will remain constant for the entire contract term. Under this approach, price comparison is simple.
2. You may require offerors to submit prices for the first year of the contract, and specify in the IFB or RFP a set formula by which this first-year price will be adjusted in each succeeding year of the contract. You could specify, for example, that the price will be adjusted annually according to a specific price index.
3. You may allow offerors to submit different prices for each year of the contract. If you use this method for soliciting prices, you will have to use a formula of calculating the discounted present value of payments made in order to realistically compare the costs. The formula must be included in the invitation for bids or the request for proposals.

(14) Our city is going to solicit bids for a three-year cleaning contract. Can we seek bids before the city appropriates money to fund the contract?

Yes. You may solicit bids for the contract provided you tell bidders that the contract is contingent upon the appropriation of funds. Any

contract resulting from the solicitation cannot be excluded until a appropriation has been made. Also, remember that you may not enter into a multi-year contract unless funds are available for the first fiscal year of the contract.

(15) What are the advertising requirements for acquisitions and dispositions of real property valued at more than \$25,000?

You must advertise your request for proposals to acquire or dispose of real property in a newspaper with a circulation sufficient to inform the people of your locality. The advertisement must be published at least once a week for two consecutive weeks and the last day of publication must occur at least eight days before the day proposals are opened.

Your advertisement must specify the geographical area, terms, and requirements of the proposed transaction, and the time and place for the submission of proposals. If your real property transaction involves more than 2,500 square feet, then you must also publish the advertisement in the *Central Register* (published by the Secretary of State) at least 30 days before the opening of proposals.

(16) My town is selling a parcel of land valued at \$20,000 that is over 2,500 square feet. Must we advertise in the *Central Register* thirty days before the sale?

No. Chapter 30B does not require advertising for proposals prior to entering into a contract to sell real property that is valued at less than \$25,000. However, if your jurisdiction decides to dispose of real property at a price less than market value, a notice of that decision must be published in the *Central Register*. The notice must explain the reasons for the decision and disclose the difference between market value and the price to be received.

Additionally, whenever your jurisdiction sells real property, the selected buyer's disclosure of beneficial interest form must also be completed and filed with the Commissioner of the state Division of Capital Asset Management (DCAM).

(17) When must I advertise in the *Goods and Services Bulletin*?

You must advertise in the *Goods and Services Bulletin*, which is published by the Secretary of State, when you are procuring a contract for goods or services that will cost \$100,000 or more. Your advertisement must be published in the *Goods and Services Bulletin* at least two weeks before bids or proposals are due. You are also required to place your advertisement in the newspaper, as you would for smaller M.G.L. c.30B contracts. The Secretary of State's Office (617) 727-2831) can provide further information on how to place an advertisement in the *Goods and Services Bulletin*.

(18) When I solicit prices for renewal or extension options as part of an invitation for bids for a multi-year supplies or services contract, do I consider these prices when I determine the lowest bid?

No. You do not consider the price of renewal and extension options to determine the low bid, since you may not choose to exercise those options at the end of the contract term. You determine the lowest bid based only on the price you are certain to pay. You look at option prices when you are deciding whether to renew or extend a contract. Chapter 30B requires that you make a reasonable investigation of the costs and benefits of exercising an option. If you choose to extend or renew, you must then determine in writing that exercising an option is more advantageous than

procuring a new contract.

There are several ways to reasonably investigate exercising an option under Chapter 30B. You may look at the prices of other jurisdiction's bids for the same item, you may solicit price quotations for the same item, or you may conduct a new invitation for bids.

(19) May I use another municipality's bid specifications for the procurement of the same or fundamentally similar supplies or services?

Yes. It is a good idea to start with bid/proposal specifications that other awarding authorities have used successfully and adapt them to meet your specific needs. This advice applies to the procurement of either supplies or services.

(20) May I use specifications provided by a vendor and if I do, must the vendor supplying the specifications be prohibited from submitting a bid/proposal for the contract?

The use of vendor-supplied specifications is not prohibited, but a word of caution is in order. When you solicit specifications from the vendor community, you should consult similar specifications from several vendors and consider them as "starting points" for the development of specifications that will meet your particular needs.

You should also recognize that some vendor-supplied specifications might be proprietary in nature. Under Chapter 30B, awarding authorities may only use proprietary specifications when no other manner of description suffices.

A vendor who supplies specifications to an awarding authority is not prohibited from submitting a bid or proposal for the contract, so long as there is open and fair competition.

(21) I am procuring a fire vehicle for our jurisdiction. May I ask for a base bid with two alternates, so if I have enough money, I can purchase the alternates for the vehicle?

If you ask for alternates for a Chapter 30B contract, you should have a clear rule to determine who will receive the contract. The one safe way to establish a clear rule is to establish a dollar limit (in all likelihood, this dollar limit will be your appropriation for the purchase) and put that dollar limit in the IFB. This allows you to draft a clear rule for award that establishes only one low bidder. For example, the bidder who offers the most alternates, at the best price, without exceeding the dollar limit will win the contract.

Since the Massachusetts Appeals Court opinion in *J.F. White Contracting Co. v. Massport Authority*, 51 Mass. App. Ct. 857 (2001), it has been this Office's opinion that awarding authorities may use ordered alternates in M.G.L. c.30B bid if the awarding authority deems it appropriate. A common use of alternates is to try to maximize buying power while staying within budget. For example, you may want to purchase state-of-the-art computers, but you may not be sure how much you can afford. One way to approach this bid is to conduct market research, decide what you can afford by looking at market pricing, and issue an invitation for bids (IFB) with a fixed purchase description. A second way to structure such a bid is to set up a base bid for the items you know you want to purchase, and solicit alternate pricing for the items you hope to be able to afford.

If you elect to use ordered alternates, it is important to understand how alternates must be structured to preserve fair and open competition. (These rules are included in M.G.L. c.149, and it is this Office's recommendation

that you follow them for M.G.L. c.30B bids as well.) First, your IFB must list your alternates in numerical order, and you must also consider them in order. Using the above-mentioned example, you might set up your IFB for computers as follows:

Base bid: All PCs must be configured as follows: 128 MB SDRAM, CD-ROM drive, ... [include rest of required specifications].

Alternate #1: upgrade all PCs to 256MB SDRAM.

Alternate #2: upgrade CD-ROM to 8x/4x/32x CD-RW Drive.

After opening bids, you will look at the prices received and decide what you can afford to buy. You must consider the alternates in your stated order of priority. If the prices are high, you may elect to award only on the base bid. If you can afford it, you may decide to accept one or more alternates. In this example, you could award a contract for the base bid only, the base bid plus alternate #1, or the base bid plus alternates #1 and #2. You may not consider the alternates out of order and award a contract for the base bid and alternate #2, skipping over alternate #1. A structure that permitted an awarding authority to pick and choose among numerous alternates would open the door to the possibility of favoritism.

For those purchasing officials who have routinely bid public construction contracts, the use of ordered alternates under M.G.L. c.30B will be familiar territory. For those who have never used alternates, we recommend that you consult this Office's Chapter 30B attorney when you draft your first IFB that includes alternates. In this way, we can answer any questions that you may have about their use and help ensure that your IFB complies with the law.

(22) I wrote a purchase description to buy a photocopier on behalf of my jurisdiction. A contractor who is on the federal General Services Administration (GSA) contract sells a photocopier that meets my purchase description. This contractor offered to sell our jurisdiction a copier machine for \$9,000. May I purchase the copier from this contractor without following M.G.L. c. 30B?

You may purchase a copier costing less than \$25,000 from a contractor on the federal GSA schedule as long as you seek quotations from two other vendors. If the GSA contractor offers the lowest price, you may then purchase the photocopier from that contractor.

(23) We issued an invitation for bids (IFB) for paper. As part of our bid submission requirements we required that each bid include samples of the vendor's paper. The lowest bidder did not submit the paper samples as required. May we accept this bid?

Yes. M.G.L. c.30B, §5(f) requires that you waive minor informalities or allow a bidder to correct them. M.G.L. c.30B defines minor informalities as “minor deviations, insignificant mistakes, and matters of form rather than substance of the bid, proposal or contract document which can be waived or corrected without prejudice to other offerors, potential offerors, or to the governmental body.”

Since the paper samples can easily be submitted without prejudice to any other bidders, you must waive your requirement to submit the samples with the bid as a minor informality and permit the low bidder to submit samples after the bid opening. You may set a reasonable time limit for this submission.

(24) We solicited proposals for a food service contract for our school cafeteria. One

proposer failed to submit a certificate of good faith form as required by M.G.L. c.30B and in conformance with the request for proposal (RFP) requirements. Must we reject this proposal?

Yes. Massachusetts courts have held that an awarding authority must reject a bid that fails to meet a substantive statutory requirement. Since M.G.L. c.30B requires that bidders and proposers include a certificate of good faith with their bids or proposals, it is our opinion that you may not waive the proposer's omission as a minor informality and you must reject that proposal.

(25) Our fire department recently put out a bid for a fire vehicle. The specifications required a particular model of Goodyear tires for the vehicle. Elsewhere in the specifications, a general provision stated that all brand names listed in the specifications were for description purposes only and were not meant to exclude competition. The low bidder offered a fire vehicle with Michelin tires instead of Goodyear tires. The fire chief has determined that the Michelin tires offered meet the specification requirements. May we accept the bid with this deviation?

Yes. M.G.L. c. 30B requires that you award a contract to the responsive and responsible bidder offering the best price. An awarding authority must reject a bid if it does not conform to the bid specifications in material respects. Since the awarding authority reserved the right to accept alternate brands, the low bid does not deviate from the specifications.

In this instance, the IFB stated that brand names were used for description purposes only, thereby notifying bidders that other brand names were potentially acceptable. As long as the awarding authority has determined that the substitute brand is equal in quality to the

brand listed, it does not violate Massachusetts law to accept a different brand because it conforms to the bid specifications.

NOTE: We recommend that you avoid the use of brand names in an IFB or RFP. The use of brand names tends to generate bid protests and engender disputes as to whether other brand names are truly equal.

Performance specifications state what a product must do rather than describe how a product is made. Performance specifications promote competition, place responsibility on the vendor for ensuring that your product will do what you want it to do, and encourage vendors to use the most current available technology. To avoid disputes, we recommend the use of performance specifications or other, nonproprietary descriptions for commercially available products.

(26) We procured a three-year school bus contract. We did not include any renewal provision in our initial IFB. May we renew the contract anyway?

No. Chapter 30B places strict limits on contract extension and renewal options.

You may only exercise an extension, renewal, or purchase option if the option terms were advertised in the original IFB or RFP. Also, the contract must provide that your jurisdiction has the sole discretion, without the consent of the contractor, to exercise the option.

Before exercising any renewal, extension, or purchase option, you must determine whether it is more advantageous to your jurisdiction to exercise the option or to undertake a new procurement.

To make this determination, you must conduct a reasonable investigation of the costs

and benefits and document your findings in writing.

A reasonable investigation must establish that the prices you will pay after exercising the option or renewing the contract are reasonable under current market conditions.

It may be possible to make such a determination based on a comparison of prices recently obtained through competition by other jurisdictions on similar contracts.

Alternatively, you may consider conducting a formal, advertised competition for the term of the extension or renewal. Then, if you do not receive a better bid or proposal, you may exercise the contract option.

Also keep in mind that supplies and services contracts with a term of more than three years, including the term of any renewal or extension option, are permissible only if authorized by a majority vote of the governing body of your jurisdiction before you award the contract.

(27) Are expenditures from Student Activity Agency Accounts exempt from M.G.L. c.30B?

Yes. It is the opinion of this Office that expenditures from Student Activity Agency Accounts established pursuant to Chapter 66 of the Acts of 1996 and established pursuant to a trust are exempt from M.G.L. c.30B procurement procedures. Contracts that are funded by proceeds derived from a trust established for the benefit of a governmental body are exempt from M.G.L. c. 30B pursuant to M.G.L. c.30B, §1(b)(20).



MASSACHUSETTS CERTIFIED PUBLIC PURCHASING OFFICIAL PROGRAM REGISTRATION

Office of the Inspector General
Phone: (617) 727-9140 Fax: (617) 723-2334

FY05 Dates and prices to be announced in June 2004

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, Room 1311
Boston, MA 02108
ATTN: MCPPO

MAKE CHECK PAYABLE TO: OIG

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 \$75 SERVICE CHARGE.

FOR MORE INFORMATION:

Please contact Joyce McEntee Emmett, MCPPO Program Director at (617) 727-9140 x28835 or www.mass.gov/ig.

PUBLIC CONTRACTING OVERVIEW	3-day seminar
SUPPLIES & SERVICES CONTRACTING prerequisite: Public Contracting Overview	3-day seminar
DESIGN & CONSTRUCTION CONTRACTING Prerequisite: Public Contracting Overview	3-day seminar
ADVANCED TOPICS UPDATE	2-day seminar
LOCAL GOVERNMENT REAL PROPERTY TRANSACTIONS UNDER M.G.L. c. 30B	1-day seminar
BIDDING FOR BETTER RESULTS	1-day seminar
SPOTLIGHT ON SCHOOLS: PROCUREMENT ISSUES, CHALLENGES AND TRENDS	1-day seminar
DRAFTING SPECIFICATIONS FOR PUBLIC SAFETY VEHICLES	1-day seminar

Self-paced course* offered BY MAIL

DRAFTING A MODEL IFB Self-paced
Disk program requiring Microsoft Word 7.0 or higher

*Registration must be accompanied by a check

POLICY OF NON-DISCRIMINATION:

The 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 in violation of 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 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 addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN 37219-2417, www.nasba.org. Sponsor ID#103866.



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

PAYMENT: CHECK/M.O. PURCHASE ORDER # _____ E/IV

NAME: _____

PHONE: _____ FAX _____

E-MAIL: _____

ORGANIZATION/JURISDICTION: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOW LONG HAVE YOU BEEN EMPLOYED AS A PURCHASING OFFICIAL? _____

Do you need special accommodations? _____

***Procurement Bulletin* Subscription Information**

The *Procurement Bulletin* is published on a quarterly basis by the Massachusetts Office of the Inspector General. There is no charge to subscribe. To receive the *Procurement Bulletin* via e-mail, please send an e-mail containing your first and last name, along with your e-mail address, to Angela Atchue at oiglegal@gis.net. If you do not have an e-mail address and would like to receive a paper copy via mail, please fax your mailing address to Angela Atchue at 617-723-2334.

If you previously subscribed to the *Procurement Bulletin* and have not received a copy, please contact Angela Atchue by phone at 617-727-9140, extension 28838.

Massachusetts Office of the Inspector General
One Ashburton Place, Room 1311
Boston, MA 02108
(617)727-9140
www.mass.gov/ig