Southwestern Community Services, Inc.

Request for Qualifications
Architectural and Engineering and Construction
Oversight Services

RFQ NO. 001
Sullivan County Transportation Program Facility
Development

Issued: September 15, 2023
# Contents

I. Introduction
   A. General Overview
   B. Organization Overview
   C. Project Contact
   D. Pre-proposal Conference and Site Visit

II. Procurement Requirements
   A. Overview
   B. Timeline
   C. Submission Contents and Format
   D. Evaluation and Selection Process
      1. Criteria and Weighting
      2. Pre-Award Audit
      3. Notice of Award and Contract Award
      4. Conflicts of Interest
   E. Insurance Requirements
   F. Protest Procedures
      1. Pre-Proposal Protests
      5. Pre-Award Protests
      6. Post-Award Protests
      7. Requirements for Protests
      8. Protest Response
      9. Review of Protests by NHDOT

III. Project Background
   A. Planning Background and Stakeholders
   B. Existing Facility

IV. Scope of Services
   A. Project Details
   B. Project Timeline
   C. Project Cost
   D. Task 1: Provide Architectural and Engineering Services
      1. Conceptual Phase
2. Schematic Phase: ........................................................................................................ 16
3. Design Development Phase: ...................................................................................... 16
   a) Submittals: ......................................................................................................... 17
   b. DOR Services ....................................................................................................... 18
E. Task 2: Construction Oversight .............................................................................. 18
1. Overview .................................................................................................................. 18
2. Pre-construction: ..................................................................................................... 19
3. Construction: ........................................................................................................... 19
4. Commissioning: ...................................................................................................... 20
5. Closeout: ................................................................................................................ 20
V. General Project Requirements .................................................................................. 21

Appendices

Appendix A – Insurance Requirements
Appendix B – Preliminary Project Documents
Appendix C – Site Plan Review Checklist
Appendix D – Federal Clauses
Appendix E – Government-wide Debarment and Suspension
Appendix F – Federal Certifications and Restricted Lobbying
Appendix G – Addenda Acknowledgement
I. Introduction

A. General Overview
Statements of Qualifications are hereby requested by Southwestern Community Services, Inc. (hereinafter “SCS”) for Architectural and Engineering (A&E) and Construction Oversight services to support the repurposing of a 5.17-acre property and 3,738 sq. ft. building from its previous use as an automobile body repair business to a transit facility. The repurposing of this real estate will enable SCS to expand its transit service within the Sullivan County area. It will house their administrative offices, including scheduling and dispatching functions, and provide a central, secure location for maintenance and parking the Agency’s transit vehicles.

B. Organization Overview
SCS is a private, non-profit Community Action Agency that provides human and social service programs in southwestern New Hampshire. This includes the rural public transportation in the Sullivan County region of New Hampshire. SCS’ Transportation Program is a shared-ride public transportation service open to everyone. Individuals meet the bus at any of the scheduled stops listed on the Public Transit Schedule to access the service. Route deviation transportation is available in portions of the service area, including Claremont, Newport, and Charlestown. The Volunteer Driver Program operates throughout Sullivan County. SCS currently operates public transit service with six vehicles and has two more vehicles approved for purchase. More detail is provided in the Scope of Services, Section IV.

C. Single Point of Contact
Firms must direct all communications regarding this solicitation to the Single Point of Contact identified below:

Keith F. Thibault
Southwestern Community Services
kthibault@scshelps.org

Please do not initiate communication related to this solicitation with any employees of SCS other than the Single Point of Contact. Firms may be disqualified for violating this restriction on communications. If it should appear to a firm that any aspect of this RFQ is not sufficiently described or explained, or that a conflict or discrepancy exists between any federal, state, or local law, ordinance, rule, regulation or requirement, then the firm shall submit via email a request for clarification to the SCS Single Point of Contact by 5:00 PM Eastern on October 6, 2023. Please put “SCS RFQ” as the subject of your email and site the section, subsection, and heading that you are referring to. SCS will subsequently make written responses to any such requests for clarification available via addendum by 5:00 PM Eastern on October 16, 2023.
D. Pre-proposal Conference and Site Visit

A non-mandatory site walk-through will be held at 148 John Stark Highway in Newport, NH 03773, on September 27, 2023, at 10:00 am EST.

A virtual non-mandatory pre-submittal meeting will be held on September 27, 2023, at 3:00 pm EST. The Zoom meeting link is below:
https://us06web.zoom.us/j/86840324193?pwd=Ev15jNqhLdhIU6Su2yxaWCyKLNCtH.1

Firms will be asked to confirm in writing verbal questions posed during the pre-submittal meeting and/or site walk-through by emailing the Single Point of Contact. The deadline for submission of questions is 5:00 pm EST, October 6, 2023. Questions submitted after this date will not be answered.

Questions presented by any firm, and SCS answers to such questions, will be shared via addendum by 5:00 pm, EST on October 16, 2023. SCS will not be bound by any formal explanation, clarification, or interpretation, oral or written, by whomever made, that is not incorporated into the addenda duly issued by SCS.

All firms are responsible for supplying a valid email address to receive information about addenda to the RFQ.
II. Procurement Requirements

A. Overview

SCS anticipates that this project will be funded in whole or part by Federal Transit Administration (FTA) Section 5339 grant funds. FTA’s enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. § 1101 through 1104, to acquire architectural and engineering (A&E) services. Contract award is contingent upon formal Governor & Executive Council approval of SCS contract with NHDOT. The evaluation and selection process for this qualifications-based procurement is described under Section D below.

By submitting Qualifications, the proposing firm certifies that it has fully read and understands the RFQ and all supporting documents and Appendices, has full knowledge of the Scope of Work to be provided, and accepts the terms and conditions under which the services are to be performed.

Those submitting Qualifications do so entirely at their expense. There is no expressed or implied obligation by SCS to reimburse any individual or firm for costs incurred in preparing or submitting Qualifications, providing additional information if requested, or participating in negotiations with SCS.

SCS may postpone the deadline for submitting Qualifications and may revise or amend this RFQ at any time before the submission deadline. Such changes, revisions, or amendments, if any, will be announced to each firm by written addenda to this RFQ. If applicable, the addenda will identify a new submission deadline, which will be at least seven (7) calendar days after the last addendum.

The SCS intends to award a Firm Fixed Price contract as a result of this solicitation. No contract arising from this solicitation is implied or guaranteed. SCS reserves the right to take no action regarding any contract solicited by this RFQ.

B. Timeline

(Note: All times are according to Eastern Time. SCS reserves the right to modify these dates at its sole discretion.)

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Advertised</td>
<td>September 15, 2023</td>
</tr>
<tr>
<td>Site Visit</td>
<td>September 27, 2023, 10:00 am</td>
</tr>
<tr>
<td>Pre-Submittal Meeting</td>
<td>September 27, 2023, 3:00 pm</td>
</tr>
<tr>
<td>Deadline for Submission of Questions/Clarifications to SCS</td>
<td>October 6, 2023, 5:00 pm</td>
</tr>
<tr>
<td>SCS response to questions published</td>
<td>October 16, 2023, 5:00 pm</td>
</tr>
<tr>
<td>Deadline for Submission of Qualifications</td>
<td>October 30, 2023, 5:00 pm</td>
</tr>
<tr>
<td>Negotiations with Firm(s)</td>
<td>November 17, 2023</td>
</tr>
<tr>
<td>Anticipated Notice to Proceed</td>
<td>December 15, 2023</td>
</tr>
</tbody>
</table>
C. Submission Contents and Format

Qualifications in response to this RFQ must be submitted via email to kthibault@scshelps.org in PDF format no later than the date and time noted in Section B. Timeline. The subject line of the email shall be, “TECHNICAL QUALIFICATIONS”. Any submission received after the exact day/time specified for receipt will not be considered.

Cost Proposals shall NOT be submitted at the Proposal Due Date. Firms are advised to prepare, but NOT SUBMIT a Cost Proposal unless/until it is requested by SCS. Once a Cost Proposal is requested, the firm will have three business days to submit it to SCS.

SCS must receive submissions by the time and date specified in the Procurement Timeline in Section II. (B) and in the manner specified in Section II. (C)

Qualifications must be submitted with the following elements:

- **Transmittal Letter.** On company letterhead, describe the firm’s commitment to successfully completing the Scope of Work contained in this RFQ. The letter should also indicate the legal status of the firm (i.e., sole proprietor, partnership, corporation, etc.), provide a primary point of contact, and be signed by an individual authorized to bind the proposing firm to a contract.

- **Firm Experience.** Discuss the firm’s recent experience successfully completing A&E engagements similar to the Scope of Work in this RFQ. Include examples of client communication, project management, and stakeholder satisfaction.

- **References.** Provide contact information for three (3) current and/or former clients to serve as references. Include each reference’s name, title, organization, email address, and phone number. Also indicate the dates and length of time the firm has served each client and the specific service(s) provided.

- **Project Approach and Timeline.** Describe in detail the firm’s understanding of and proposed approach to successfully completing each task identified in the Scope of Work. Included should be an overall project timeline that identifies the period of performance and key milestones and deliverables associated with each task.

- **Project Team.** Discuss the organization of the project team as well as the specific qualifications and experience of each team member. Included should be the availability of each team member over the anticipated duration of this engagement. The firm shall provide an organizational chart, resumes, and qualifications for A&E Services and construction oversight services. The resumes and organizational charts shall exhibit the capacity and capability to execute the necessary tasks effectively. Meaningful use of Disadvantaged Business Enterprises (DBEs) as a part of the project
team is encouraged and included as an evaluation factor for this RFQ. A link to the NHDOT DBE Directory is included below. Click on “DBE Directory” for the latest list.

NHDOT DBE Directory:
https://www.nh.gov/dot/org/administration/ofc/dbe_overview.htm

• The following forms shall be included with the submittal of Qualifications for the A&E firm and any subconsultants:
  o Signed “Certification and Restrictions on Lobbying” form
  o Signed “Government-Wide Debarment and Suspension Certification” form
  o Signed “Acknowledgement of Addenda” form, if applicable

• Proposals will be limited to no more than ten (10) pages, excluding personnel resumes/experience profiles, Organizational Charts, Disclosure/Certification forms, and Table of Contents. All text in the Proposal, excluding headings/titles, must be a size 12 font.

• The Proposal shall be irrevocable unless the Proposal is withdrawn. A firm may withdraw a Proposal in writing up to the date and time deadline for submission of qualifications as noted in Section II. (B). The written request must be signed by an authorized representative of the firm and submitted to the Single Point of Contact as noted in Section I (C). If a previously submitted Proposal is withdrawn before the deadline date and time, the firm may submit another Proposal at any time up to the deadline date and time.
D. Evaluation and Selection Process

FTA requires that A&E services be procured according to qualifications-based procedures. Unlike other procurement methods, qualifications-based procedures exclude price as an evaluation factor. Submitted Qualifications will instead be evaluated and ranked according to the criteria described in Section 1 below. SCS intends to award a Contract to the most qualified, responsive Proposal submitted by a responsible firm as required by 49 U.S.C. § 5325(j). A responsive Proposal includes all elements as requested in Section C of the RFQ and conforms to the essential requirements and specifications of the solicitation.

SCS will conduct an initial screening of all Proposals to verify each firm’s compliance with the requirements of this Solicitation. SCS may waive or offer a limited opportunity for a firm to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of SCS.

Following the initial screening, SCS’s Evaluation Committee will evaluate and rate all responsive Proposals based on the Criteria in Section 1. Interviews may be conducted if SCS deems it to be necessary. The highest ranking firm shall be invited to submit a cost proposal and negotiation shall be conducted. Only after failing to agree on a fair and reasonable price, negotiations may be conducted with the next most qualified firm. Then, if necessary, negotiations with successive firms in descending order may be conducted until contract award can be made to a responsive and responsible firm whose price SCS believes is fair and reasonable.

1. Criteria and Weighting

SCS’ Evaluation Committee will evaluate all responsive Qualifications submissions according to a 100-point scale based on the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Approach and Timeline</td>
<td>0-40</td>
</tr>
<tr>
<td>Project Team</td>
<td>0-25</td>
</tr>
<tr>
<td>Firm Experience</td>
<td>0-20</td>
</tr>
<tr>
<td>Client Satisfaction</td>
<td>0-15</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

**Project Approach and Timeline.** The Evaluation Committee will be looking for a detailed and actionable approach to successfully completing each of the tasks identified in the Scope of Work. Firms must provide a timeline showing the anticipated completion of specific deliverables and/or outcomes. Firms must also demonstrate their firm’s quality control program to ensure a complete, accurate, and quality product. Further, firms should describe any innovative approaches in assisting SCS as it relates to this project.

**Project Team.** The Evaluation Committee will be looking for qualified individuals assigned to the project team, each with relevant education, licensing in the state of New Hampshire, experience, and availability.
Firms must include concise resumes of each project team member and detail each individual’s role within the project team. Additionally, each project team member’s relationship to the proposing firm must be identified (i.e., direct employee, independent contractor, etc.).

**Firm Experience.** The Evaluation Committee will be looking for a history of successfully delivering similar projects on time and budget, as well as the relevant qualifications of the firm as an entity.

**Client Satisfaction.** The Evaluation Committee will be looking for a record of excellent client communication, project management, and stakeholder satisfaction.

2. **Pre-Award Audit**
Upon determination of the most qualified, responsible firm with a fair and reasonable price proposal and prior to consideration of contract award, SCS will request from the firm, Professional Licenses, Certificate of Insurance, and any other documents the Evaluation Committee may deem necessary.

3. **Notice of Award and Contract Award**
Upon successful completion of the Pre-Award Audit, the Evaluation Committee shall prepare a recommendation for contract award for approval by the SCS Chief Operating Officer (COO) and Chief Financial Officer (CFO). Upon approval, SCS shall inform the successful firm of its selection. SCS shall also inform, in writing, all firms that were not selected. It is the intent of SCS to execute the contract documents as soon as practical, but not earlier than seven (7) business days after the Notice of Intent to Award is sent to all firms.

4. **Conflicts of Interest**
The firm selected and awarded a contract as a result of this RFQ shall be ineligible to participate in any capacity in the construction bid and/or contract that stems directly from the firm’s performance of work under this RFQ. Furthermore, firms for this RFQ and the firm that is awarded a contract as a result of this RFQ are required to adhere to the Conflicts of Interest procedures noted in Section b. of the General Requirements Section of this RFQ.

E. **Insurance Requirements**
The successful firm shall provide a certificate of insurance that, at a minimum, meets the requirements set forth in Appendix A of this RFQ.

F. **Protest Procedures**

1. **Pre-Proposal Protests**
All protests concerning solicitation specifications, criteria, and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to Beth Daniels, SCS Chief Executive Officer (CEO) not later than ten (10) business days prior to the deadline for submission of bids/proposals. Contact information is below:
The CEO may, within his/her discretion, postpone the deadline for submitting bids/proposals, but in any case, shall provide a written response to all protests no later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submitting bids/proposals is postponed by the CEO as the result of a protest, the postponement will be announced through an addendum to the solicitation and emailed to all interested parties. The decision by the CEO shall be the final agency decision on the matter but may be subject to review by NHDOT/FTA.

5. Pre-Award Protests
With respect to protests made after the deadline for submission of bids/proposals but before contract award by SCS, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, SCS's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the CEO as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by SCS.

The CEO may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that SCS shall announce the contract award.

The decision by the CEO shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by NHDOT/FTA.

6. Post-Award Protests
With respect to protests made after contract award by SCS, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the award process, SCS's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the CEO as specified below no later than five (5) business days after the announcement of Intent to Award by SCS.

7. Requirements for Protests
All protests must be submitted to SCS in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by SCS.
All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the CEO at the address shown in the solicitation documents.

8. Protest Response
The CEO shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, SCS will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official SCS response to the protest and SCS will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

9. Review of Protests by NHDOT
All protests involving contracts financed with Federal assistance shall be disclosed to NHDOT and FTA. Protesters shall exhaust all administrative remedies with SCS prior to pursuing protests with NHDOT. NHDOT limits its reviews of protests to: a grantee’s failure to have or follow its protest procedures; a grantee’s failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to NHDOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of SCS’s final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to NHDOT.

III. Project Background

A. Planning Background and Stakeholders:
SCS recently purchased the subject property. An environmental assessment was completed by Southwestern Community Service. The Project has been granted a Categorical Exclusion under the National Environmental Policy Act (NEPA) as it is not expected to involve significant environmental impacts. An appraisal was done by Power’s Smith and Associates; preliminary civil engineering and building cost estimates were completed by SVE Associates and KCS Architects, respectively. The preliminary analysis was based on public information and general industry knowledge, including tax records, square footage, and GPS/Map location. Preliminary project documents are included in Appendix B. The Federal Transit Administration (FTA) will be providing Federal assistance for the project, in the amount of $1,278,704, under Catalog of Federal Domestic Assistance (CFDA) Number 20.526. The New Hampshire Department of Transportation (NHDOT) is the recipient of Federal funds and is the Project sponsor. SCS is the subrecipient of Federal funds and will implement the Project. The Town of Newport is a Project stakeholder; coordination with the town of Newport’s Planning Board will be needed to obtain approval of a site plan application before proceeding with the design.

B. Existing Facility:
The subject property, located at 148 John Stark Highway in Newport, NH 03773 (hereinafter the “Property”), was formerly an automobile body repair business and is currently vacant. The property
consists of a 3,738 sf wood-frame garage with office space situated on a 5.17-acre parcel. It has approximately 3,518 sf on the main level with an additional 220 sf of second-floor area above the office. The 1976 original section has two overhead doors. A three-bay addition was added on the east end in the mid to late 1990s. Vinyl siding covers the front and end walls. The rear is vertical board siding. The roof is metal and was installed circa 1998. At the west end are two older 12’ overhead doors. At the east end are three 10’ overhead doors. At the center front is a two-story section with the first floor used as an office. The building sits on a concrete slab with frost walls. The interior is divided into a two-bay garage at the west end and a three-bay garage at the east end. Two overhead doors plus a pass-through door separate the two work areas. An entry hall, lavatory, compressor room, and office run along the front of the building. The existing 400±sf office is finished with pine board walls and ceiling with carpet on the floor. The unfinished second floor is accessible by a stairway. There is existing three-phase power. There are two oil-fired hot air furnaces for the garages and a propane hot air unit for the office. The property has a private well and septic system.

Engineering and Architectural services will include plans for the building that may allow for some features to remain intact while updating, replacing, and building other features, based on the operational needs outlined within the scope of the project.

Typical daily operations for this facility will include operating hours between 5 AM and 6 PM, with drivers entering and exiting the lot according to the transit schedule. Customers and Volunteer Drivers drop off paperwork or meet with staff several times per day. The CEO may come and go as needed for program activities. All dispatching for Dial-A-Ride or the Volunteer Driver programs will be done from this site. Two-way radios are used to communicate with the drivers.
IV. Scope of Services

A. Project Details

SCS is seeking Qualifications from firms providing architectural and engineering (A&E) services to support the repurposing of the Property as a transit facility that will house SCS’ administrative offices, including scheduling and dispatching functions as well as provide a central, secure location for the agency’s transit vehicles to be maintained and parked. Proposed elements include:

- Internal and external storage space for up to twelve (12) vehicles including a mixture of buses and vans, supplies, and equipment, protecting the assets from the elements during winter storm events.
- Area for minor maintenance work (tire rotation, oil changes, bus washing, etc.)
- A bus washing station including proper drainage
- Exterior parking, including ADA-accessible spaces, for staff and visitors
- Exterior parking, including ADA-accessible spaces, to be used as a park and ride feature.
- Office space for administrative, dispatch staff, and drivers including ADA-accessible office space and bathroom areas for staff, and the general public as needed.
- Full site security including fencing, cameras, and lighting.
- Upgrade of the building’s insulation, roof, windows, doors, and exterior siding to current energy efficiency standards.
- Mechanical, Electrical, Plumbing, Septic, and HVAC upgrades.
- Architectural modifications.
- Excavation, site grading, new building perimeter drains, new entrance culverts, dumpster pad & enclosure, asphalt paving, loaming, and seeding.
- “Cable ready” for electrical and/or broadband upgrades, conduit for EV

Other elements or alternates to be considered if budget allows and architectural and engineering firm can deliver based on budget:

- Installation of generators
- Installation of solar panels
- Electric vehicle charging stations and related infrastructure to serve the vehicles expected to be used by the program in the foreseeable future.

This RFQ is intended to outline the SCS’s objectives, expectations, and general requirements for services to be provided for this project. However, this RFQ does not intend to define all services that may be needed in connection with the project. The firms shall describe, in detail, its means and methods for achieving the objective of this project including the proposed elements noted above, QA/QC, and third-party coordination.

The successful firm is required to design and document all necessary repairs and modifications to provide for the determined upgrades to the subject property. The A&E firm shall implement Value Engineering techniques during design to satisfy the required functions of the project at the lowest initial total cost and cost over the life of the project. The additions and renovations to the existing structure and site should
conserve energy and provide a healthy indoor environment. The project is to contain ADA-accessible restrooms and waiting area space which will be defined during the schematic design phase. All work should comply with 49 CFR 37.43 Alteration of transportation facilities by public entities and 49 CFR 37.9 Standards for accessible transportation facilities.

A key milestone early in the project will involve civil engineering services leading to the development of a site plan that will be submitted to the town of Newport, NH. In addition, the firm will provide construction oversight services relating to the project as noted in Task 2 of this RFQ.

B. Project Timeline
An approximate timeline is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;E NTP</td>
<td>December 15, 2023</td>
</tr>
<tr>
<td>Site Plan Submittal</td>
<td>February 28, 2024</td>
</tr>
<tr>
<td>Site Plan Approval</td>
<td>Up to 12 weeks after submittal</td>
</tr>
<tr>
<td>Design Complete</td>
<td>May 31, 2024</td>
</tr>
<tr>
<td>Construction Bid Advertisement</td>
<td>TBD</td>
</tr>
<tr>
<td>Construction Award</td>
<td>TBD</td>
</tr>
<tr>
<td>Construction Start</td>
<td>TBD</td>
</tr>
<tr>
<td>Beneficial Use</td>
<td>TBD</td>
</tr>
<tr>
<td>Project Completion/Closeout</td>
<td>TBD</td>
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</tbody>
</table>

C. Project Cost
Estimated construction cost is $1.2 million.

D. Task 1: Provide Architectural and Engineering Services
The successful firm will provide all A&E services necessary to repurpose the Property as a transit facility for use by Southwestern Community Services’ (SCS) Sullivan County Transportation Program (SCTP) as noted in Section IV of this RFQ. The successful A&E firm will develop the construction bid package that contains the final drawings and specifications for the project required to solicit and obtain construction contract bids and will be the Designer of Record (DOR). Design Phases, Work Tasks, Deliverables, and Objectives are listed below. This is not intended to be an exhaustive list.

1. Conceptual Phase
The successful firm shall work with the SCS, and other stakeholders as necessary, to define overall goals, parameters, and guidelines for the design and construction of the project. This effort shall generally include the definition of functional criteria, architectural standards, and alternate building systems. The goal of this phase is to develop a design concept that will satisfy the functional requirements and objectives of the SCS within the limits of the funds available.
The A&E firm shall present up to three conceptual designs showing alternate options for achieving the design objectives. The alternatives should include Value Engineering to present cost-effective alternatives that satisfy the SCS’s objectives and requirements. This includes but is not limited to alternate options for the design and layout of mechanical, electrical, and plumbing systems, interior rooms, and structural modifications. Upon review/consideration of the alternate design concepts, the SCS shall select the preferred option.

Work Tasks and Deliverables include but are not limited to:

- Review project objectives and existing concepts/plans and costs and assess potential risks, opportunities, and limitations.
- Develop design criteria.
- Develop a conceptual level cost estimate.
- Develop a conceptual level schedule.
- Identify regulatory requirements.
- Identify third-party coordination needs.
- Present alternate design concepts.

The preferred option approved by the SCS shall be the Final Conceptual Design. The A&E firm shall advance the Final Conceptual Design to the Schematic phase.

2. Schematic Phase:
The A&E firm shall translate the Final Conceptual Design into alternative spatial and material solutions. The design shall consist of appropriate plans depicting spaces, elevations and sections, outline specifications, a general narrative description of basic systems and materials, and other documents that illustrate the scale and relationship of project components. Architectural, structural, mechanical, and electrical concepts shall be represented.

Work Tasks and Deliverables include but are not limited to:

- The successful firm shall develop a full Schematic Design, including a Site Plan that will be submitted to the Town of Newport for approval. The Site Plan is to comply with all requirements in the Site Plan Review Checklist, included in Appendix C, and any other applicable requirements.

Upon review by the Town of Newport, the Site Plan shall be revised as needed. Based upon comments from the Town of Newport and other stakeholders, the successful firm shall continue to refine to achieve the project requirements and meet the probable construction cost budget. This refinement shall continue until a formal acceptance of the Site Plan by the Town of Newport.

This Phase is complete upon approval of the Site Plan by the Town of Newport and acceptance of the Final Schematic Design by the SCS.

3. Design Development Phase:
The successful firm shall develop the construction bid package that contains the final drawings and specifications required for the project to solicit and obtain construction contract bids.

Tasks and work products include but are not limited to:
- Prepare and submit to the SCS a developed design based on the Final Schematic Design and any adjustments authorized by the SCS. The developed design shall indicate all building and site component details and their configurations. The A&E firm shall identify and implement value engineering options, approved by the SCS, throughout the design process.

- The A&E firm shall submit a formal detailed construction cost estimate for the developed design, comparable to the construction budget provided in IV. (C) of this RFQ.

- Design development documents present the approved schematic design in greater detail. Design drawings shall include site plans, dimensioned floor plans, horizontal and vertical utility distribution, and special systems if applicable. Architectural finish standards shall be established. Design development documents shall be submitted for regulatory review and approval as required.

- Upon consultation and review by the SCS, the initial Developed Design shall be revised as needed. Based upon comments from the SCS, the successful firm shall continue to refine the developed design to achieve the project requirements and meet the target construction cost budget as noted in Section IV. (C) of this RFQ.

The successful firm shall meet and coordinate extensively with representatives of the SCS to facilitate their decisions on project details and the resolution of issues. The refinement of the developed design shall continue until a formal Acceptance by the SCS of a Final Developed Design. This Phase is complete upon that Acceptance.

The successful firm shall provide all services necessary for design/compliance review by applicable agencies having jurisdiction over the Project. Provide a list of all permits and approvals required for the project to the Project Manager in writing. The firm will be responsible for all paperwork (including applications) and fees, necessary for municipal, state and/or federal approvals and/or permits having jurisdiction over project, prior to bid opening.

a) Submittals:

The successful firm shall submit 35%, 95%, and Final Design packages that meet the below objectives. In response to this RFQ, firms may present alternate approaches to executing the design.

35% Design:
Define the major design elements of the project and refine the project’s scope, schedule and budget that the project design team can commit to delivering to management and critical stakeholders.

- Determine any fatal flaws.
- Define scope of the project.
- Identify third party utility work required.
- Develop a project budget that the project manager can commit to (Baseline Budget).
- Develop a project schedule that the project manager can commit to (Baseline Schedule).
- Develop a cost estimate that the project manager can commit to (Baseline Cost Estimate).
- Finalize design criteria.
95% Design:
Confirms that the project can be constructed and that the submitted plans and specifications will meet the objectives of the project without significant design changes. Complete the project design, including plans and specifications, subject to review comments by all applicable stakeholders.
- Finalize the expectations and objectives of the project.
- Confirm the constructability of the project.
- Determine construction permit requirements.
- Identify preferred equipment and materials.
- Confirm the bid viability of the project.
- Prepare engineer’s cost estimate for bid.
- Finalize building permit package.

Construction Documents (100%):
Submittal of all construction contract documents, and all outstanding actions and work shall incorporate all review comments by the Final Review. This set shall be to demonstrate compliance with the comments.
- Provide construction documents that describe in drawings, specifications, and other contract documents, the requirements for construction of the project.
- All schedules of equipment, materials and finishes are finalized.
- Technical and supplementary general specifications are completed.
- Receipt of all permits and regulatory approvals must occur before completion of this stage.

b. DOR Services
The A&E firm shall continue to provide the following design services during construction:
- Receive and respond to construction contractor Requests for Information (RFI).
- Review and recommend acceptance of contractor submittals called for in the drawings and specifications with respect to the construction deliverables including compliance with Buy America provisions of the contract.
- Review change requests and estimate costs for change orders.
- Make periodic visits to the site to assure design compliance and provide certification efforts as required by the permitting agency.
- Review, approve, and deliver final as-built drawings.

E. Task 2: Construction Oversight

1. Overview
Following the completion of Task 1, SCS will conduct a separate procurement for the construction work needed to repurpose the Property. SCS is requesting that the A&E firm provide, as Task 2, Construction Oversight Services throughout the construction phase of this project, which must reflect the guidance contained in FTA’s Construction Project Management Handbook (see https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Construction_Project_Management_Handbook_2016.pdf).
The A&E firm shall act as the SCS’s representative with the contractors, oversee what work the contractors perform pursuant to the contract drawings and specifications, and inspect the work as acceptable. The key A&E staff person is the principal point of contact with the contractor and shall visit the site one or more days a week.

The successful firm shall be expected to perform the work necessary to provide for the proper Construction Oversight for this project. The firm will provide all on-site and off-site Project inspections and observations required to certify that all materials and workmanship for this project are completed in conformance with the construction contract’s requirements and industry standards. The firm must be capable of responding to the needs of the SCS with personnel possessing expertise in the work specified. This expertise must exist within the firm or within the proposed project team and must be readily available to the SCS as needed.

Additionally, Task 2 will also involve the A&E firm’s development of a Facility Maintenance Plan (see the Commissioning phase below). Construction Phases, Work Tasks, Deliverables, and Objectives are listed below. This is not intended to be an exhaustive list.

2. Pre-construction:
The successful firm will assist the SCS in explaining the requirements of the project and evaluating the responsiveness of proposals for construction bids. Including:

- Supporting the development of bid documents for the construction phase
- Attending the pre-bid meeting and site visit
- Assistance with preparation of Addenda as needed
- Providing support to answer bidders’ questions regarding the design
- Reviewing Requests for Substitutions/Approved Equals
- Evaluation of bid differential (if not within +/- 10% of estimate)
- Review and documentation of construction special conditions and staging
- Review of constructability
- Review of project milestones and master schedule
- Develop project cost and schedule controls
- Coordinate with the contractor to identify Value Engineering alternatives for SCS review/approval.

3. Construction:
The A&E firm will assist the SCS in the administration and management of the construction contract including:

- Construction Monitoring
- Construction contract compliance
- Contractor interface and coordination
- Ensure contractor compliance with safety, quality, and regulatory requirements
- Ensure implementation of Value Engineering alternatives if applicable
- Attend and/or lead Project Kick-off and monthly progress meetings, and site visits
- Prepare and distribute meeting minutes
- Provide and keep logs of all submittals, RFIs, and change orders
• Implementation of project cost and schedule controls
• Response to Contractor Questions and RFIs
• Review/Approval of all required Submittals and Shop Drawings
• Review of Requests for Substitutions/Approved Equals (for outdated products)
• Review/Approval of Sample Fabrications and Installations, if needed
• Verify the construction contractor is producing marked-up drawings and specifications for changes, as they occur
• Contractor payment review/approval and ensuring prompt payment
• Subcontract approvals
• DBE data collection
• Ensure required postings on Bulletin board
• Ensure on the job training
• EEO compliance
• Ensure compliance with Davis-Bacon Act prevailing wage requirements
• Change Order Evaluation
• Attend Semi-final and Final Inspections and prepare Punch Lists
• Move Coordination

4. Commissioning:
The A&E firm shall coordinate, plan, and assume implementation of the building commissioning including:
• Implementation of checks and balances to ensure that the documentation, manufacturing requirements, systems, equipment, and operations are integrated, validated, and accepted.
• Coordination of Equipment Training if needed.
• Development of a Facility Maintenance Plan. At a minimum, this document will describe a system of periodic inspections and preventative maintenance to be performed at certain defined intervals, based on manufacturer’s recommendations where relevant. The plan shall include a spreadsheet listing manufacturers, model numbers, technical information, date accepted, warranty period, preventative maintenance schedules, required inspections, etc.
• Coordinate/verify updated drawings and disks, reflecting all changes to plans and any significant systems.

5. Closeout:
The A&E firm shall assist with the administrative closeout of the project as needed. The A&E firm shall confirm the completion and acceptability of:
• O&M manuals and applicable training
• Occupancy Certificate
• All punch list items
• Initiation of Guaranties and Warranties for associated equipment
• Record/As-built drawings
• Final inspections
• Resolution of outstanding change orders or claims disputes
• Final payment
• Commissioning
V. General Project Requirements

The following requirements apply to all architectural, engineering and related professional service contracts:

(a) SCS anticipates that this project will be funded in whole or part by Federal Transit Administration (FTA) Section 5339 grant monies. As such, this RFQ is expected to result in a contract subject to the clauses and certifications contained in the accompanying Appendices. All project work and services shall be in compliance with the noted requirements.

(b) Conflicts of Interest – the firm must disclose any and all affiliations that might result in a conflict of interest. The firm must submit a written statement explaining the relationship and how the affiliation would not represent a conflict of interest. A conflict of interest occurs when any of the following circumstances arise:
   a) Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
   b) Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
   c) Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

(c) The firm shall perform all services in an expeditious manner consistent with the interests of the SCS and of the highest professional quality. All work shall be in conformance with all applicable standards, codes, and requirements.

(e) Periodic progress reports shall be prepared describing accomplishments, decisions and overall progress made during the period. It shall contain an updated project schedule and budget information and shall specifically include information regarding RFIs, change orders, submittals as well as the firm’s invoice status. Progress reports will be submitted with each payment request, or monthly, whichever represents the shorter duration.

(f) Provide all services necessary for site plan review by the Town of Newport, as well as other agencies having jurisdiction over the project.

(g) The firm will be required to complete all paperwork (including applications) necessary for SCS approvals and/or permits including plan checks, mater building permits, environmental permits, etc., prior to construction bid opening. The firm shall provide a list of all permits and approvals required for the project to the Project Manager in writing. SCS agrees to serve as the firm for the Permitting process, and any application or expediting fees relating to the approvals will be the responsibility of SCS. Any supplementary (optional) reviews requested by the firm will be the firm’s responsibility.

(h) The firm shall obtain sign-off of all utilities, government agencies having jurisdiction, using agencies, and coordinate with and/or present work to, related or affected stakeholders, as required by the Project Manager.
(i) Construction cost estimates shall be provided. Estimates shall be organized in accordance with Construction Specifications Institute (CSI) format and incorporate contingencies and escalation appropriate to the project schedule. Estimates must be presented for each Prime contract and for each Alternate (if applicable).

(j) The firm shall accomplish the design services required to solicit and award a construction contract to achieve the SCS objectives for the construction of the facility designed at a price which does not exceed the estimate set for in the Scope of Services Section IV (C) of this RFQ or as otherwise determined during schematic design. If bids or proposals for the construction contract are received that exceed the estimated cost by more than 10%, the firm may be required to perform such redesign and other services as are necessary to permit contract award within the estimated cost. These additional services shall be performed at no increase in the price of the contract. The firm shall not be required to perform such services at no additional cost when the unfavorable proposals or bids are the result of conditions beyond the firm’s reasonable control. (Lack of knowledge regarding bid climate does not constitute beyond reasonable control.)

(k) All work shall be reviewed and checked prior to submission to the SCS. Qualified firms/individuals not involved in the design work shall perform reviews. It shall be the responsibility of the firm to thoroughly coordinate drawings representing the work of different disciplines (architectural, mechanical, electrical, etc.). For assurances, a quality control report shall be submitted by the firm with each submittal interval in the design development phase noted in Section D. (3)a of this RFQ. The firm shall provide a certification statement indicating that a thorough review of the designs, plans, drawings, reports and specifications prepared by its design team has been performed.

(l) All work shall be performed by or reviewed and approved by architects and engineers registered to practice the appropriate discipline in the State of New Hampshire.

(m) No obvious hazardous material(s) currently exists on the subject property beyond #2 Fuel Oil, stored in a tank manufactured for that purpose. All materials used in the former auto body business, including paint, primer, oil, gasoline or other solvents have been completely removed from the subject site. No hazardous materials beyond #2 Fuel Oil and motor oil will be stored or utilized on-site during the normal course of business for the proposed Transit Facility.

(n) The firm shall read and understand the Preliminary Project Documents included in Appendix B and adhere to all necessary requirements, including environmental, and ensure the construction contractor also conforms to all requirements.

(o) It is the SCS’s intention to incorporate the latest developments in energy conservation and resource efficiency, as well as improve indoor air quality and minimize environmental impacts in its design program wherever appropriate. The overall goals for sustainable materials and systems may include minimizing unwanted building or atmospheric emissions and/or non-reusable or recyclable waste.

(p) All products specified for inclusion in the scope of work for construction shall be Energy Star-qualified products for all U.S. EPA – listed product categories. All electric motors over one (1) horsepower should be National Electrical Manufacturers Association (NEMA) Premium labeled motors.
APPENDIX A - INSURANCE REQUIREMENTS

[Insert Subcontractor’s first and last name]
[Subcontractor’s business name]
[Subcontractor’s address]
[Subcontractor’s city, Subcontractor’s state Subcontractor’s zip]

Re: Certificate of Insurance to be considered/hired for Architect/Engineer by Southwestern Community Services, Inc for Project: XXXXXXXXXXXXXXXXXXXXXX

Dear [Subcontractor’s first name]:

As a subcontractor providing services as outlined to Southwestern Community Services, Inc. we require that you provide us with evidence of insurance with the minimum requirements outlined below: Additionally, Southwestern Community Services, Inc will be named as Additionally Insured.

**Commercial General Liability (Occurrence Form)**
- General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
- Products/Completed Operations Aggregate $2,000,000
- Personal & Advertising Injury Liability $1,000,000
- Each Occurrence $1,000,000
- Professional Liability $1,000,000

♦ Southwestern Community Services, Inc Named as Additional Insured for Professional Liability, General Liability and Completed and Ongoing and Completed Operations

**Workers Compensation and Employer's Liability**
- Workers’ Compensation State Statutory Limits
- Employer’s Liability
  - Bodily Injury by Accident $500,000 each accident
  - Bodily Injury by Disease $500,000 policy limit
  - Bodily Injury by Disease $500,000 each employee

**Umbrella Liability**
- Each Occurrence and Aggregate $3,000,000
  - Umbrella Liability to cover: General and Professional Liability as underlying

The above coverages must be placed with an insurance company with an A.M. Best rating of A:-VII or better.

Please forward your certificate prior to commencing work to Southwestern Community Services, Inc

Sincerely,
APPENDIX B - PRELIMINARY PROJECT DOCUMENTS

- Replace existing culvert structure with 24" HDPE.
- New drilled well.
- Approximate location: A.
- Proposed perimeter drain: 450' run to daylight at each end.
- Concrete apron dimensions: 5'x40'x8".
- Edge of existing gravel area: 15,400 sq. ft.
- Edge of proposed pavement area: 16,200 sq. ft.
- 1.5' stone cover, 4' deep.
- Filter fabric.
- 3" clean crushed stone.
- 6" perforated pipe.
**Neighborhood**

The subject’s immediate neighborhood is considered to be John Stark Highway (Route 11/103) between downtown Newport and the Claremont line.

The subject is located a short distance from downtown in an area that is primarily single family homes. Nearby to the west are a fireworks store and camper sales. To the east is a chiropractor’s office and the local VFW. From there to Main Street are two commercial plazas with retail shops, a Shaws Supermarket, McDonalds and gas and convenience stores.

The town offices and headquarters of the police department as well as additional retail shops and services are located downtown primarily along Main Street. There is a large common, several places of worship and the town library. Professional offices, full service restaurants and a variety of retail shops are also there. Mt Sunapee ski area and Lake Sunapee are east of Newport.

Uses in the neighborhood are complementary and considered stable overall.
Street Scene Pictures

John Stark Highway - Looking Westerly

John Stark Highway - Looking Easterly
Property Description – Site

<table>
<thead>
<tr>
<th>SITE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Information Sources:</strong></td>
<td>Site visit, town tax card and the site plan.</td>
</tr>
<tr>
<td><strong>Site Size:</strong></td>
<td>5.17 acres on the south side of John Stark Highway (part of NH Rt 11 and 103) across from Fourth Street and Knoll Street. Frontage is 478±' (deed) where a minimum of 200’ is required. A gulley runs along the road, assumed for water runoff. About two acres of the site is considered prime usable area. The remainder at the rear is wooded and slopes upward.</td>
</tr>
<tr>
<td><strong>Utilities:</strong></td>
<td>Private well and septic system. Unknown details. Both are assumed operating without problems. Town water is available at the road.</td>
</tr>
<tr>
<td><strong>Zoning:</strong></td>
<td>Residential 1</td>
</tr>
<tr>
<td><strong>Flood Zone:</strong></td>
<td>Zone X - not a flood hazard area. FEMA # 33019C0310E 5/23/2006</td>
</tr>
</tbody>
</table>

Easements/Encroachments:
- None noted.
- The property had previously been used for vehicle repair and body work. It is assumed that there had been vehicles, equipment, tires, tools, fluids, chemicals and parts consistent with that use on the site and in the building. A general assumption is made in this appraisal that the site is clean and free of any leaks, spills, hazardous waste or other detrimental conditions that could have a negative impact on market value.
Traffic Data for NH 11/103 in the Vicinity of 148 John Stark Highway, Newport, NH

<table>
<thead>
<tr>
<th>Location</th>
<th>Count Year</th>
<th>AADT (Annual Average Daily Traffic Volume)</th>
<th>Weekday AM Peak Hour Traffic</th>
<th>Weekday PM Peak Hour Traffic</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH 11/NH 103 (John Stark Hwy) West of Elm St (West Intersection)</td>
<td>2019</td>
<td>10,900</td>
<td>842 vehicles/hour (7:00 – 8:00 AM)</td>
<td>1,042 vehicles/hour (4:00 – 5:00 PM)</td>
</tr>
<tr>
<td>NH 11/NH 103 (John Stark Hwy) East of East Unity Rd</td>
<td>2017</td>
<td>10,500</td>
<td>792 vehicles/hour (7:00 – 8:00 AM)</td>
<td>1,031 vehicles/hour (4:00 – 5:00 PM)</td>
</tr>
</tbody>
</table>
Newport Tax Map – Map 116 Lot 16
Site plan

The subject is Lot #2 on the map. The curb cut and driveway are located near the middle of the frontage. This map shows the front section of the lot where the building improvements are situated to be in the Residential 1 Zoning District. The rear of the parcel is in the Rural District.
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.
National Flood Hazard Layer FIRMette

Legend

- **Special Flood Hazard Areas**
  - Without Base Flood Elevation (BFE) Zone A, V, AE
  - With BFE or depth Zone A, V, A99
  - Regulatory Floodway

- **Other Areas of Flood Hazard**
  - 0.2% Annual Chance Flood Hazard Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone A
  - Future Conditions 1% Annual Chance Flood Hazard Zone A
  - Area with Reduced Flood Risk due to Levee, See Notes, Zone A
  - Area with Flood Risk due to Levee Zone D

- **No Screen**
  - Area of Minimal Flood Hazard Zone X

- **Effective LOMRs**

- **Other Areas**
  - Area of Undetermined Flood Hazard Zone X

- **General Structures**
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall

- **Other Features**
  - Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Transect
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Transect Baseline

- **Map Panels**
  - Digital Data Available
  - No Digital Data Available
  - Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/29/2021 at 1:06 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and ARM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Where Listed</th>
<th>Region</th>
<th>ESA Listing Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynx canadensis</td>
<td>Canada Lynx</td>
<td>Wherever</td>
<td>Canada</td>
<td>Threatened Mammals</td>
</tr>
<tr>
<td>Charadrius piping</td>
<td>Piping Plover</td>
<td>(Atlantic Coast)</td>
<td>Wherever</td>
<td>Threatened Birds</td>
</tr>
<tr>
<td>Sterna dougallii</td>
<td>Roseate Tern</td>
<td>Northeast</td>
<td>Wherever</td>
<td>Endangered Birds</td>
</tr>
<tr>
<td>Eretmochelys imbricata</td>
<td>Hawksbill Turtle</td>
<td>Wherever</td>
<td>4</td>
<td>Endangered Reptiles</td>
</tr>
<tr>
<td>Dermochelys coriacea</td>
<td>Leatherback Turtle</td>
<td>Wherever</td>
<td>4</td>
<td>Endangered Reptiles</td>
</tr>
<tr>
<td>Alasmidonta solutissima</td>
<td>Dwarf Wedgeclaw</td>
<td>Wherever</td>
<td>5</td>
<td>Endangered Clams</td>
</tr>
<tr>
<td>Lycaeides melissa samuelis</td>
<td>Karner Blue Butterfly</td>
<td>Wherever</td>
<td>3</td>
<td>Endangered Insects</td>
</tr>
<tr>
<td>Astragalus jesupii</td>
<td>Jesup's Astragalus</td>
<td>Wherever</td>
<td>5</td>
<td>Endangered Flowering Plants</td>
</tr>
<tr>
<td>Isotria macroptera</td>
<td>Small Whorled Pogonia</td>
<td>Wherever</td>
<td>5</td>
<td>Threatened Flowering Plants</td>
</tr>
<tr>
<td>Scirpus acutus</td>
<td>Narrow-leafed Sedge</td>
<td>Northeast</td>
<td>Wherever</td>
<td>Endangered Flowering Plants</td>
</tr>
<tr>
<td>Calidris canutus</td>
<td>Red knot</td>
<td>Wherever</td>
<td>5</td>
<td>Threatened Birds</td>
</tr>
<tr>
<td>Myotis septentrionalis</td>
<td>Northern Long-eared</td>
<td>Wherever</td>
<td>3</td>
<td>Threatened Mammals</td>
</tr>
<tr>
<td>Laterallus jonesi</td>
<td>Eastern Bladewing</td>
<td>Wherever</td>
<td>4</td>
<td>Threatened Birds</td>
</tr>
</tbody>
</table>
APPENDIX C - SITE PLAN REVIEW CHECKLIST

Town of Newport, NH -- Site Plan Review Checklist

Applicant Name: ____________________________________________________________

Map ____________ Lot _______________ Zoning District______________________

Date of Application: ______________________________________________________

Is this a development having regional impact? ________ Yes ________ NO

A. PLAT SUBMISSION ITEMS

Five or more sets of prints; an 11 x 17 print set and a Mylar of the Site Plan Map shall be submitted.

<table>
<thead>
<tr>
<th>SUBMITTED</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>
1. The boundary lines of the area included in the site including angles or bearings of lines, dimensions and the lot area | ______ | _____ |
2. Names and addresses of owners of record and abutting landowners | ______ | _____ |
3. A Site Location Map, shown as an inset on the Site Plan Map, which shall show the proposed development in relation to major roads of the Town | ______ | _____ |
4. North point, bar scale, date of preparation and dates of any revisions | ______ | _____ |
5. Name, address and seal of person or firm preparing the Map | ______ | _____ |
6. The shape, size and location of existing and proposed structures | ______ | _____ |
7. Conceptual plans; floor plans, if deemed necessary; exterior elevations, unless waived, of all proposed structures on the site | ______ | _____ |
8. Existing and proposed grades, drainage systems, structures and topographic contours at intervals not exceeding 5 feet | ______ | _____ |
9. Any exiting streams or wetlands, marshes, lakes or ponds, whether natural or man-made | ______ | _____ |
10. Any existing and proposed streets, driveways, parking spaces and sidewalks with indications of direction of travel for one-way streets or driveways. The width of streets, driveways & sidewalks and the layout of parking spaces and facilities associated with any structure on the site shall be shown | ______ | _____ |
11. Layout of sewage disposal system, including septic tanks(s), leach field and associated piping | ______ | _____ |
12. Proposed landscaping plan including buffering plans along adjacent properties and public highways | ______ | _____ |
13. Plans for water supply, power and telephone, including location of wells, water supply pipes, power and telephone poles and lines | ______ | _____ |
14. Exterior lighting plan and proposed signs to be located on the site | ______ | _____ |
15. Drainage design showing location and size of existing and proposed drainage structures including culverts, pipes, catch basins, manholes, ditches, holding basins, etc. This shall be supported by copies of the design computations based on a 10-year design frequency for all major culverts and brooks that affect any Town or State highways.

16. Right-of-way and travel surface of all fronting streets.

17. Mylar for recordation.

B. OTHER

One copy of each of the following shall be submitted:

1. All material submitted to and approvals by the New Hampshire Department of Environmental Services (NHDES) for sewage disposal system approval.

2. All material submitted to and approvals by the New Hampshire Department of Transportation (NHDOT) for access driveway approval for any access into a State highway.

3. A statement of proposed hours and days of operations.

4. An estimate of maximum hourly traffic into and out of the premises.

5. Entrance/exit permit applications and approvals from the Newport Highway Department for proposals with access points on Town roads.

6. Proposed location of entrance/exit with access points on Private roads.

C. The Planning Board may require such additional other information as it deems necessary in order to evaluate the proposal in relation to the purposes and scope of these regulations.
ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). This includes, but is not limited to:

1. Nondiscrimination.
2. Race, Color, Religion, National Origin, Sex.
3. Nondiscrimination on the Basis of Age.
4. Nondiscrimination in Employment Programs or Activities Receiving Federal Financial Assistance.

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
   a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.


4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable federal equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

**Clean Air Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

**Federal Water Pollution Control Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.
CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE")s), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

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

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

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

ENERGY CONSERVATION

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

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be posted by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

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

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—
1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA’s written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.
NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTIFICATION TO FTA

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

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

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

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(f) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

   iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

c. See Public Law 115-232, section 889 for additional in formation.

d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

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

SAFE OPERATION OF MOTOR VEHICLES

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

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

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

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

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

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

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

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS
The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.
Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, ___________________________________________________________ hereby certify

(Name and title of official)

On behalf of _________________________________________________ that:

(Name of Bidder/Company Name)

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

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Bidder/Company Name: ____________________________________________

Type or print name: __________________________________________________________

Signature of authorized representative: __________________________________________ Date _____________________________
Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   1. Equals or exceeds $25,000.,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor:________________________________________________________________________________________

Signature of Authorized Official:_________________________________________Date_______/_______/

Name and Title of Contractor’s Authorized Official:_________________________________________________________
Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   1. Equals or exceeds $25,000.,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor:________________________________________________________

Signature of Authorized Official:____________________________________ Date / / 

Name and Title of Contractor’s Authorized Official:________________________
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, __________________________________________________________ hereby certify

(Name and title of official)

On behalf of ___________________________________________________ that:

(Name of Bidder/Company Name)

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

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: __________________________________________________________

Type or print name: __________________________________________________________________________

Signature of authorized representative: __________________________________________________________ Date __________ / __________ / __________

Signature of notary and SEAL: ___________________________________________________________________
ADDENDA ACKNOWLEDGMENT

Proposer: __________________________________________________
Project Title: ________________________________________________
Project ID: __________________________________________________

Addendum No. _____________________________________________,
Date ___/___/________

Addendum No. _____________________________________________,
Date ___/___/________

Addendum No. _____________________________________________,
Date ___/___/________

Addendum No. _____________________________________________,
Date ___/___/________

Addendum No. _____________________________________________,
Date ___/___/________

Addendum No. _____________________________________________,
Date ___/___/________

Failure to acknowledge may cause the bid to be considered not responsive

I acknowledge receipt of all above listed addendums.

Print Name _____________________________________________
Signature _________________________________________________
Title _____________________________________________________
Date ________________/______________/______________