



## **Request for Proposals (RFP)**

### **Background:**

The Northern New England Passenger Rail Authority (NNEPRA) is a public transportation authority created in 1995 by the Maine State Legislature to develop and provide passenger rail service between Maine and Boston. The Amtrak Downeaster operates daily service between Brunswick, ME and Boston, MA serving a total of 12 communities in 3 states. NNEPRA manages the budget, contracts, promotion, and customer services associated with the Downeaster passenger rail service and participates in research and activities in support of the growth and development of passenger rail and public transportation throughout Northern New England. For more information about NNEPRA, please visit our website at [www.nnepra.com](http://www.nnepra.com).

### **Scope of Work to be performed and standards to be followed:**

**Accounting & Audit Services:** NNEPRA is seeking the services of an Accounting and audit firm to work directly with the Finance Manager for a period of one year with an option to extend the contract on a year-to-year basis. NNEPRA is looking for assistance to evaluate current financial procedures and provide guidance on best practices in order to streamline current operations and ensure compliance with federal, state and local requirements as well as Federal Transit Administration (FTA) and Federal Railroad Administration (FRA). Services that may be required from the contractor include:

#### **Bookkeeping Services**

- Review the general ledger accounting system and current accounting software to ensure that both items support the regulatory and financial reporting needs of the organization.
- Review system of internal controls to ensure that appropriate controls exist to safeguard the assets of the organization.
- Perform quarterly review of account reconciliations and provide assistance as needed with monthly account reconciliations.
- Provide assistance as necessary with monthly variance reports.

#### **Financial Reporting**

- Assist with and/or complete various local, state and federal financial reporting requirements.

#### **Audit**

- Assist with preparing year-end balance sheet & other reports as needed.
- Assist with preparing schedules requested by the auditors as well as any other audit process support requested.

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- Work with Finance Manager to update any policies and procedures as needed in preparation for and after an audit.

**Support**

- Provide technical support to NNEPRA’s Finance Manager throughout the year as needed with current accounting software functions as it applies to our organization.
- Provide assistance, guidance and suggestions to NNEPRA to improve internal control procedures and compile a comprehensive policy and procedure guide for the organization to ensure compliance with generally accepted accounting principles.

**Firm’s Qualifications:**

- Ideal firm should have governmental and/or non-profit experience.
- Ideal firm should have experience with various accounting and finance software such as SAGE, Quickbooks and others.
- Sufficient information should be provided regarding qualifications of the firm to provide the requested scope of work.
- Provide a listing of current clients similar to NNEPRA for which your firm is providing bookkeeping/accounting services.

**Selection Timeline and Contract Terms:**

Please note that the dates may be adjusted in order to comply with all procedural requirements associated with the contracting process. The actual contract start date will be established by a completed and approved contract. Please see below for important dates and deadlines for the selection process:

<b>Date</b>	<b>Phase</b>
March 23, 2021	Release of RFP
<b>April 2, 2021 5:00PM EST</b>	Deadline for proposers to submit written questions to NNEPRA
April 9, 2021	NNEPRA issues written responses to questions on <a href="http://www.nnepra.com">www.nnepra.com</a>
<b>April 16, 2021, 3:00PM EST</b>	Responses to RFP due. Late submission will not be accepted and will be returned unopened
April 23, 2021	Invitations to interview issued (if necessary)
April 26, 2021	Interviews (if necessary)
April 27, 2021	Recommendations made for award
April 28, 2021	NNEPRA awards contract

Following the initial term of the contract, NNEPRA may opt to renew the contract subject to the availability of funding and satisfactory performance. The term of the anticipated contract, resulting from the RFP is:

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Period	Start Date	End Date
Initial Period of Contract	May 3, 2021	June 30, 2021
Initial Renewal Period	July 1, 2021	June 30, 2022

**Submittal Information:**

In order to establish a uniform review process, proposals shall include an original and three copies submitted in a sealed envelope or email pdf copy to [william@nnepra.com](mailto:william@nnepra.com) **no later than 3:00 p.m. local time on Friday April 16, 2021. If submitting by mail, copies may be sent to:**

William R. Gayle  
Grant and Policy Administrator  
75 West Commercial Street, Suite #104  
Portland, ME 04101

Any proposal not received by the stated deadline will be considered late. Late proposals will remain unopened and will be returned to the offeror.

There will be no pre-proposal conference.

The proposal shall consist of the following:

- I. Title Page: show the Request for Proposal Subject, the name of the proposer's firm, address, telephone number, name of contact person, and date.
- II. Table of Contents: include a clear identification of the material by section and by page number.
- III. Letter of Transmittal: (limit to maximum two pages)
  - i. Briefly state the proposer's understanding of the work to be performed and make a positive commitment to perform the work and meet the above scope of work.
  - ii. Give the names of the persons who will be authorized to make representations for the proposal, their titles, addresses, and telephone numbers.
- IV. Profile of the Proposer:
  - i. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
  - ii. Include a copy of the firm's most recent annual financial report.
- V. Certifications from Attachment A must be executed and submitted with bidder's proposal.
- VI. All proposals are limited to a total of 25 pages including all signed certifications (**see Attachment A: FTA Federal Clauses and Certifications**).
- VII. Proposals shall be valid for 90 days (not subject to withdrawal) from the date of submission.
- VIII. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

**Summary of Proposer's Qualifications:**

- I. Provide an overview of the agency.
- II. Identify the partners, managers, key staff, and supervisors who will work on the account, including staff from other than the local office. Resumes and the availability of each person to be assigned to the account shall be included as an appendix.
- III. Provide a cost estimate for the initial contract period and renewal period. List rates for all available services (in-house and subcontracted), plus hourly fee schedule for all staff that might be assigned to the account.
- IV. Experience, particularly in government/public sector accounting and audit preparation. Please list all related accounts.
- V. Capabilities (in the form of case histories).
- VI. List any services that would not be done in-house and would have to be subcontracted to other professionals or freelancers.
- VII. Three references we can contact to learn more about your firm.
- VIII. List any accounts lost during the past three (3) years and reasons.
- IX. Potential conflicts of interest.

**Interviews:**

One or more proposals may be selected for an in-depth interview before the contract is awarded.

**Evaluation of Proposals:**

Proposals received from contractors determined to be responsive will be evaluated by members of an evaluation committee in accordance with the criteria below. Evaluation of the proposals received will be scored by their relative importance:

- I. Completeness of Proposal (10 points)
  - Quality of proposal.
  - Comprehensive, organized, addresses all RFP requirements and includes required signatures/ signed certifications.
- II. Qualifications and Experience (20 points)
  - Relevant bookkeeping, financial reporting, audit, and support experience.
  - Understanding of NNEPRA's needs/objectives as outlined.
  - Extent/variety of bookkeeping, financial reporting, audit, and support experience.
- III. Qualifications/availability of the personnel to be assigned (20 points)
  - Relevant experience, technical qualifications, skills and qualified key personnel assigned to the project.
  - Possess full service, in-house capabilities for booking, financial reporting, audit, and support services.
- IV. Cost of proposal (50 points)
  - Both the lowest overall cost and the cost per person hour may be considered in this category.

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**REQUEST FOR QUOTE QUESTIONS:**

- All questions must be received no later than Friday April 2, 2021 at 5:00 p.m. local time to be considered.
- NNEPRA will issue an addendum, if needed, on Friday April 9, 2021 answering questions received prior to the deadline.
- All questions regarding this Request for Quotes must be made in writing by mail or email and directed to:  
William Gayle, Grant and Policy Administrator  
Northern New England Passenger Rail Authority  
75 West Commercial Street, Suite #104,  
Portland, Maine 04101  
Email: william@nnepra.com

**Phone calls will not be accepted.**

**ADDITIONAL INFORMATION:**

- Portions of this project are being funded by Federal Funding Sources and State of Maine.
- Compliance with attached Federal Clauses is required.
- NNEPRA encourages their contractors to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and to make reasonable efforts to use these institutions. Contact NNEPRA for further information or assistance.
- NNEPRA has a dispute and protest policy. Contact the NNEPRA for more information.
- NNEPRA reserves the right to reject any or all Quotes, to waive any technical or legal deficiencies, and to accept any Quote that it may deem to be in the best interest of the Authority.

**PAYMENT PROVISIONS:**

- Payment will be made within 30 days after approval of invoices.

**Attachment A: FTA Required Clauses and Certifications**

**Federal Grant Compliance Requirements**

Contractor/Vendor (Contractor) further agrees with the Northern New England Passenger Rail Authority (referred to in this Attachment A as the "Authority") to comply with the following, to the extent applicable to Contractor. The parties agree that this document is not intended to enlarge or increase the applicability of any federal requirements to Contractor/Vendor beyond those requirements that arise under federal law, regulation or the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, as the same is amended from time to time by FTA, presently published at:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-02/FTA-Master-Agreement-v28-2021-02-09.pdf>

(the "Master Agreement") by virtue of Contractor/Vendor's participation in the Project.

**No Government Obligation to Third Parties.**

Contractor acknowledges and agrees 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.

**Program Fraud.**

Contractor recognizes that the requirements 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 hereunder. Accordingly, by signing the Agreement, Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the activities covered hereunder. In addition to other penalties that may be applicable, Contractor also acknowledges that if it makes false, fictitious or fraudulent claims, statements, submissions, assurances, or certifications, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Contractor to the extent the Federal Government deems appropriate.

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Contractor recognizes that if Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a project authorized under 49 U.S.C. chapter 53 or any other federal law, the Federal Government reserves the right to impose on Contractor the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001 or other applicable federal law 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.

**Access to Records and Reports.**

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, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. 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.

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 as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**Federal Changes.**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Civil Rights and Equal Opportunity.**

The Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the

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Contractor 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 Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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.

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 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.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Equal Employment Opportunity Requirements for Construction Activities. Contractor agrees to comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) 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.



Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Incorporation of Federal Transit Administration (FTA) Terms.**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

**Energy Conservation.**

To the extent applicable to the services to be performed by Contractor hereunder, Contractor shall comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act.

**Disadvantaged Business Enterprise.**

The Authority has adopted a Disadvantaged Business Enterprise and Women's Business Enterprise Policy in accordance with Federal Regulations issued by U.S. DOT (49 C.F.R. Part 26). This Policy provides that Disadvantaged Business Enterprises ("DBEs") and Women's Business Enterprises ("WBEs") will be afforded every practicable opportunity to participate in the performance of contracts related to the Authority's construction, procurement and professional service activities. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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 carryout these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient 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)

The Contractor is required to pay its Subcontractor/Vendors 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 from the Authority. In addition, is required to return any retainage payments to those Subcontractor/Vendors within 30 days after the Subcontractor/Vendor's work related to this contract is satisfactorily completed.

**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.

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 agreement.

**Termination Provisions.**

Termination for Convenience.

The Authority shall have the right to terminate the Agreement for convenience, in accordance with 2 C.F.R. §200.339. Any termination for convenience by the Authority shall not excuse the Authority's obligations under the Agreement arising prior to the effective date of such termination.

Termination for Default (Breach or Cause).

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 Authority may terminate this contract for default. Termination shall be affected 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 Authority 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 Authority, 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.

The Authority, 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 NNEPRA'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 the Authority setting forth the nature of said breach or default, the Authority 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 the Authority 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 the Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Authority shall not limit the Authority's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Contractor recognizes and agrees that the FTA may suspend or terminate the Project for various reasons set forth in the Master Agreement at Section 11, that such termination may act to cancel or invalidate certain obligations incurred by FTA prior to the termination date, and that such Termination may act to relieve the Authority of such obligations as well.

Suspension and Debarment.

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

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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 Authority. If it is later determined by the Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Authority, 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.

**Resolution of Dispute, Breach or Other Litigation.** FTA and the Authority have a vested interest in the settlement of any dispute, default, breach, or litigation involving any federally-assisted third-party contract. Contractor agrees to pursue all legal rights available under any third-party subcontract. FTA and the Authority reserve the right to concur in any compromise or settlement of any third-party subcontract claim involving Contractor. Contractor agrees to notify FTA and the Authority of any current or prospective major dispute, breach, default, or litigation pertaining to any third-party subcontract. If Contractor seeks to name the Federal Government or the Authority as a party to litigation for any reason, in any forum, Contractor agrees to inform the FTA and/or the Authority, as applicable, before doing so. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third-party recovery. If the third-party subcontract at issue contains a liquidated damages provision, Contractor agrees to credit any liquidated damages recovery to the Project unless the Federal Government permits otherwise.

In the event of any failure on the part of Contractor or the Authority to comply with any of its obligations contained in the Agreement and the continuation of such failure for a period of thirty (30) days after receipt of notice thereof from the other party, the other party shall have the right, at its option, to declare a default. Upon giving the party in default an additional notice of thirty (30) days and an opportunity to cure the default, the party not in default may terminate the Agreement. The rights to terminate shall be in addition to the other rights and remedies provided hereunder as well as those available, at law or in equity, including claims for money damages and specific performance, which remedies will be cumulative.

**Lobbying.**

Contractor agrees that it will not use Federal assistance funds received from the Authority to support lobbying or to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, a member of a State legislature, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award used for the Project (“Lobbying”), and it will comply with applicable requirements of U.S. DOT regulations “New Restrictions on Lobbying,” 49 C.F.R. Part 20,

modified as necessary by 31 U.S.C. § 1352. Prior to execution of this Agreement Contractor has provided, and hereafter upon notice from the Authority's Contractor will provide, to the Authority (i) a certification that Contractor has not used Federal assistance funds for Lobbying and (ii) if applicable, Contractor's statement disclosing any Lobbying that it has undertaken with funds other than Federal appropriated funds. Contractor shall include the requirements of this paragraph in any third-party agreement with a Contractor or any subrecipient and require such Contractors or subrecipients to extend applicable requirements to all Subcontractors at any tier in connection with the Project. Contractor agrees to maintain a file with all such certifications as part of the records required to be maintained.

**Clean Air and Clean Water.**

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33

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**CERTIFICATION OF A POTENTIAL PRIME CONTRACTOR (DIRECT THIRD PARTY CONTRACTOR) REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Potential Contractor \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are 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 enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or local) terminated for cause or default.
5. The potential Contractor agrees to provide the Authority with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the potential Contractor shall provide the same updated notice to the potential Contractor and the potential Contractor shall be solely responsible for collecting, updating and submitting updated information to the Authority.

NOTE: If for any reason the potential Contractor is unable to certify to any of the statements in this certification, the potential Contractor shall attach an explanation to this certification.

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THE POTENTIAL CONTRACTOR, \_\_\_\_\_, CERTIFIES OR  
AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE  
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS  
THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE  
THERE TO.

\_\_\_\_\_  
(Company Name)

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

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**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. 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, an 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with the its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 Section 1352, Title 31, U.S. Code. 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.

Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_



NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY REQUEST FOR QUOTES  
RFP 21-21 Accounting & Audit Firm-002

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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Signature of Authorized Official

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Title of Authorized Official