



Invitation to Bid 22-Wells-CWR-003
Domestically Produced AREMA 115 Pound
Continuous Welded Rail
March 16, 2022

SUPPLIER NAME: _____

DESCRIPTION OF MATERIAL REQUESTED:

- **65,600 Linear Feet (LF) of new domestically produced AREMA 115-pound Continuous Welded Rail** conforming to the attached Pan Am Railways specification and delivered via rail train.

DELIVERY REQUIREMENTS:

- All delivery and unloading costs shall be included in the bid price.
- The Continuous Welded Rail shall be ready for delivery by September 1, 2022 if possible and no later April 29, 2023. The final delivery date will be determined in coordination with NNEPRA and Pan Am Railways.
- The Continuous Welded Rail shall be delivered via welded rail train to Pan Am Railways' Dover Yard in Dover, NH.
- Pan Am Railways will provide locomotive power and a train crew to move the loaded rail train from Dover Yard, during unloading, and return of empty rail train back to Dover Yard.
- The rail supplier shall provide a supervisor and crew to hook up and unload all rail strings and provide the unloading unit.
- Pan Am Railways will provide a ground support crew to remove joint bars and chains during unloading operations. The Pan Am Railways ground support crew will include a loader (or similar equipment) to anchor the rail as it's unloaded, torches, gas cylinders and other materials/equipment required to cut the rail as necessary, and the tools required to hook up the chains for the unloading of the rail. Any required materials/equipment beyond what is noted here shall be the responsibility of the supplier.

BID OPENING TIME AND LOCATION:

- Sealed bids for the above product must be received at the following location by **3:00 p.m. local time, April 6, 2022**
William Gayle, Grant and Policy Administrator
Northern New England Passenger Rail Authority,
75 West Commercial Street, Suite #104,
Portland, Maine 04101
- Bids submitted after this time will not be accepted.
- Sealed bids will be publicly opened and read aloud at approximately 3:30pm on April 6, 2022.
Please note that suppliers will not be permitted to attend the bid opening in person due to COVID-19 restrictions. NNEPRA will make reasonable efforts to provide a live stream or virtual meeting invitation for the bid opening. This information will be provided to suppliers the morning of the bid opening.

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY INVITATION TO BID
ITB #22-Wells-CWR-002

- Each bid shall contain both pages of the **Bid Form** and **signed Federal Clauses (3 total)** in a single sealed envelope.
- The envelope shall be clearly marked **“Bid for CWR, Bid #22-Wells-CWR-002”**.
- Bids for this procurement may be submitted via email to william@nnepra.com, rather than in a sealed envelope, at the supplier's option.

BID QUESTIONS:

- All questions must be received no later than March 23, 2022 at 5:00 p.m. local time to be considered.
- NNEPRA will issue a final addendum, if necessary, by March 25, 2022 answering questions received prior to the deadline.
- All questions regarding this bid must be made in writing by **email only** and directed to:
William Gayle, Grant and Policy Administrator
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite #104
Portland, Maine 04101
william@nnepra.com
Phone calls will not be accepted.

ADDITIONAL INFORMATION:

- Portions of this project are being funded by Federal Funding Sources.
- Compliance with attached Federal Clauses is required.
- NNEPRA encourages their contractors and suppliers 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.
- All bids shall be valid for 60 days after the bid opening.
- NNEPRA intends to provide notice of award as soon as possible after the bid opening to the lowest bidder that is responsive to the requirements and is a responsible supplier.
- NNEPRA has a dispute and protest policy. Contact NNEPRA for more information.
- NNEPRA reserves the right to reject any or all Bids, to waive any technical or legal deficiencies and to accept any Bid that it may deem to be in the best interest of the Authority.

POST BID REQUIREMENTS:

- The successful Bidder must begin execution of this contract within ten (10) calendar days following the Notice of Award.

PAYMENT PROVISIONS:

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

BID FORM

BIDDER NAME: _____

PRODUCT IDENTIFICATION: 65,600 Linear Feet of New Domestically Produced AREMA 115-Pound Continuous Welded Rail conforming to the attached Pan Am Railways specification and delivered via rail train.

THIS BID IS SUBMITTED TO: Mr. William Gayle
Grant and Policy Administrator
Northern New England Passenger Rail Authority
75 W Commercial Street, Suite #104
Portland, Maine 04101

By submitting this Bid the undersigned Bidder:

1. Proposes and agrees, if the Bid is accepted, to enter into an Agreement with Northern New England Passenger Rail Authority to supply the Materials in accordance with the specifications and other Bid Documents, for the prices and in accordance with the delivery schedule as detailed in the Bid Form.
 2. Accepts all of the terms and conditions included in the Invitation to Bid and agrees that this Bid will remain open for sixty days after the day of Bid opening.
 3. Agrees that:
 - a. Bidder has examined copies of all the Bid Documents and any addenda, receipt of all of which is hereby acknowledged.
 - b. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over Northern New England Passenger Rail Authority.
 4. Acknowledges that this Invitation to Bid does not constitute an order or contract.
 5. Acknowledges that Northern New England Passenger Rail Authority is exempt from all taxes. The undersigned hereby certifies that no taxes are included in the prices bid.
- Bidders shall state if exemption certificate is required: Yes _____ No _____.

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY INVITATION TO BID
ITB #22-Wells-CWR-002

BID FORM

This Bid is submitted for the following product:

65,600 Linear Feet of new domestically produced AREMA 115 Pound Continuous Welded Rail conforming to the attached Pan Am Railways specifications and delivered via rail train, FOB Pan Am Railways Dover Yard in Dover, NH.

\$ _____/LF Unit Price

\$ _____ Total Price

Communications concerning this Bid shall be addressed to:

Bidder Company Name: _____

Bidder's Representative: _____

Bidder's Address: _____

Bidder's Telephone No: _____

Bidder's E-mail Address: _____

Bidder's Fax Number: _____

(Please note that the information below is used for internal purposes only and will not be disclosed.)

Age of your company: _____ Gross Annual Receipts: _____

Employees: _____ DUNS #: _____

In submitting this bid, it is understood and agreed by vendor that THE AUTHORITY reserves the right to reject any and all Bids, or part of any Bid, and it is agreed that the Bid may not be withdrawn for a period of [60] days subsequent to the receipt of bids, without the written consent of the Authority.

Bidder Authorized Signature: _____

Printed Name and Title: _____

Submitted on: _____, 2022



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

Specifications for: Continuous Welded Rail (CWR)

1. Continuous welded rail will conform to AREMA specifications for steel rails, for the fabrication of continuous welded rail, and for the quality assurance of electric flash butt welding of rail.
2. Rail will be new domestic 115# RE standard rail.
3. Rails will be welded to a minimum length of 1,600 linear feet.
4. Ends of CWR strings will be drilled to accommodate 6-hole joint bars with the outer end hole left un-drilled. Holes will be drilled to accommodate 1-1/8 inch track bolts.
5. CWR will be shipped on rail cars designed to transport and unload CWR.

Addendum A
Federal Grant Compliance Requirements

Contractor (referred to here as “Contractor”) further agrees with NNEPRA (referred to in this Addendum as the “Authority”) to comply with the following, to the extent applicable to Contractor. The parties agree that this Addendum B is not intended to enlarge or increase the applicability of any federal requirements to Contractor beyond those requirements that arise under federal laws and regulations of the United States Department of Transportation Federal Railroad Administration or Federal Railroad Administration (FRA) Agreements, as the same is amended from time to time by FRA.

Federal Compliance– Contractor shall at all times comply with all applicable FRA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Cooperative Agreement between the Authority and FRA, 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.

Railroad Standards – Contractor agrees that this project will comply with all applicable FRA, American Railway Engineering and Maintenance-of-Way Association (AREMA), American Association of State Highway and Transportation Officials (AASHTO), and/or Association of American Railroads (AAR) standards, as applicable.

Buy America - To the extent applicable to the services to be performed or procured by Contractor hereunder, Contractor agrees to comply with 49 U.S.C. § 5323(j), the Buy America regulations adopted by the Federal Railroad Administration (“FRA”) at 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and any amendments thereto, and any implementing guidance issued by FRA (“Buy America”), and to extend applicable requirements to all third party contractors and to all subcontractors at any tier performing work in connection with the Project.

Buy American - The Grantee’s acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act..

Whistleblower Act – An employee of Contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of – (1) gross

mismanagement of an agency contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to the implementation or use of Recovery Act funds; or (5) a violation of law, rule or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds.

False Claims Act – The Contractor and any sub-contractors funded through the Recovery Act shall promptly refer to the Department of Transportation Inspector General any credible evidence that a principal, employee, agency, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

Debarment and Suspension and Drug-Free Workplace – Contractors will need to provide certifications on debarment and suspension for all third party contractors and sub grantees and comply with all DOT regulations, “Non-procurement Suspension and Debarment” (2 CFR part 1200) and “Governmentwide Requirements for Drug-Free Workplace (Grants),” (49 CFR part 32).

Resolution of Dispute, Breach or Other Litigation - FRA 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. FRA 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 FRA 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 FRA 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 – To the extent applicable, 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 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.

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 23). 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. Contractor agrees to take all necessary and reasonable affirmative steps required by U.S. DOT regulations to ensure that eligible DBEs and WBEs have the maximum feasible opportunity to participate in third-party subcontracts procured in connection with the Project.

Site Visits – The Authority, FRA, U.S. DOT and the Comptroller General (and their representatives), have the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA on the premises of the Contractor or subcontractor for this project, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

Safety Oversight- Contractor must comply with any Federal regulations, laws, policy and other guidance that FRA or DOT may issue pertaining to safety oversight in general, and in the performance of any grant award, in particular. FRA has in place a comprehensive system of railroad safety oversight (see 49 CFR part 209 et seq.) that is applicable to railroad operations generally.

No Government Obligation to Third Parties - Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of any underlying contract, absent the express written consent of the Federal Government, the Federal Government is not a party to such Agreement, and shall not be subject to any

obligations or liabilities to Contractor or any contractor or other parties in connection with the Agreement or the project.

Civil Rights - The following requirements apply to the underlying contract: Contractor must comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 CFR part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 36001 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) 49 U.S.C. 306, which prohibits discrimination on the basis of race, color, national origin or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific status(s) under which application for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the grant recipient. Contractors and sub contractor must comply with all regulations, guidelines, and standards adopted under the above statutes.

ADA Access - To the extent applicable to the services to be performed by Contractor hereunder, Contractor agrees to comply with all applicable employment and accessibility requirements of Title II of the American with Disabilities Act ("ADA"), of 1990, as amended; Section 504 Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and both statutes' implementing regulations at 49 CFR parts 27, 37 and 38. DOT (through its delegate FRA) has responsibility to offer technical assistance for the provisions of the ADA about which it issues regulations. 42 U.S. C. 12206(c) (1) reads: "Each Federal agency that has responsibility under paragraph (2) for implementing this chapter may render technical assistance to individuals and institutions that have rights or duties under the respective subchapters of this chapter for which such agency has responsibility."

Environmental Protection – Contractor agrees that all facilities that will be used to perform work under an award shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, State and Federal standards. Contractor agrees the work is in compliance with the following provisions, as modified from time to time: Section 114 of the Clear Air Act, 42 U.S.C. 7414, and Section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The Contractor certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency

("EPA"). The Contractor will notify the Grantee as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. Contractor will include or cause to be included in each subcontract entered into, which subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such subcontractor to immediately inform the Authority upon the receipt of a communication from the EPA concerning the matters set forth herein.

No publicly-owned land from a park, recreational area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials shall be used by the Contractor without the prior written concurrence of FRA.

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.

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.

Termination Provisions - The Authority shall have the right to terminate the Agreement for convenience, in accordance with 49 C.F.R. § 1836(i)(2). 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.

Contractor recognizes and agrees that the FRA may suspend or terminate the Project for various reasons, that such termination may act to cancel or invalidate certain obligations incurred by FRA prior to the termination date, and that such termination may act to relieve the Authority of such obligations as well.

Record Retention – During the course of the Project and for three years thereafter, Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require.

Equal Employment Opportunity – Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Contract Work Hours & Safety Standards Act - To the extent applicable to Contractor, Contractor agrees and assures compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Contractor shall include the requirement of this subsection in any third-party subcontract, at any tier, for the performance of work in connection with the Project.

Access to Records - Contractor agrees to provide access to the Authority, the Federal Railroad Administration, the U.S. Department of Transportation and the Comptroller General of the United States (and their representatives) to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purposed of making audit, examination, excerpts, and transcriptions.

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 (Pub. L. 94-163, 89 Stat. 871).

Prohibited Activities – Contractor agrees that none of the funds provided through the Agreement may be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

Flow Down Provisions – The Contractor shall include provisions to carry out the purposes of this Agreement in all subcontracts with persons who perform any part of the work under this Agreement. There shall be provisions for a further flow down of such requirements to each sub-tier contractor.

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

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

The 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.

THE POTENTIAL CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

(Company Name)

DATE: _____

By: _____

Its _____

CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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 an 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, or 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 its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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 Section 1352, Title 21, 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.

Name of Organization: _____

Address: _____

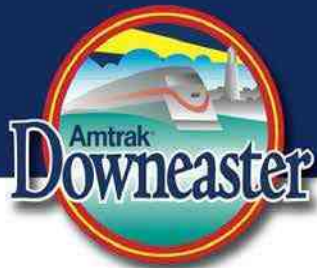
City: _____

State: _____ Zip Code: _____

(Signature of Authorized Official)

(Title of Authorized Official)

(Date) _____



Northern New England Passenger Rail Authority
FRA America Certification

**BUY AMERICA CERTIFICATE
FOR COMPLIANCE WITH TITLE 49 USC § 22905(a) (For
Procurement of Steel, Iron, or Manufactured Products)**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 22905 (a) and the applicable regulations in 49 CFR Part 661.

Executed on: _____, 20 ____, at _____, _____
(Date) (City) (State)

Printed Name Signature of Authorized Official Title

BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 USC §. 22905(a)

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 22905(a), but it may qualify for an exception pursuant to Title 49 USC § 22905(a) or and the regulations in 49 CFR 661.7.

Executed on: _____, 20 ____, at _____, _____
(Date) (City) (State)

Printed Name Signature of Authorized Official Title