



# Sign Fabrication and Installation Request for Proposals #22-SIGNAGE

**Due July 1, 2022, 12:00 PM EST.**

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**Northern New England Passenger Rail Authority**  
75 West Commercial Street Suite 104  
Portland, ME 04101  
Phone: 207-780-1000  
Fax: 207-780-1001  
Email: [www.nnepra.com](http://www.nnepra.com)

## REQUEST FOR PROPOSALS (RFP)

The Northern New England Passenger Rail Authority, (NNEPRA), a public transportation authority that provides oversight of the Amtrak Downeaster passenger rail service between Brunswick, ME and Boston, MA is seeking proposals for a cost-effective, contractor to fabricate and install a total of 58 signs over ten (10) stations along its route. The fabrication and installation must be **completed by September 1, 2022**.

The selected contractor will identify the best solution and products for fabrication and installation of signs at the ten (10) stations per *Appendix A NNEPRA: Station Experience Project*.

NNEPRA is funded in part with federal funds and, therefore, any firm that contracts with NNEPRA must comply with the guidelines (Appendix B) provided by the Federal Transit Administration (FTA) for federally assisted contracts.

NNEPRA requires a written proposal, that addresses the points detailed in this RFP, from any contractor wishing to be considered. **Proposals must be submitted to the Northern New England Passenger Rail Authority, 75 West Commercial Street, Suite 104, Portland, ME 04101, no later than 12:00 PM EST July 1, 2022.** Proposals received later than the deadline will be rejected.

For more information about NNEPRA, please visit our website at [www.nnepra.com](http://www.nnepra.com).

### Selection Timeline:

Please note that dates below 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.

Date	Phase
June 16, 2022	Advertisement of RFP
June 23, 2022	Optional Site Visit (Brunswick, ME)
<b>June 24, 2022 5:00PM EST</b>	Deadline for proposers to submit written questions to NNEPRA
June 28, 2022	NNEPRA issues written responses to questions on <a href="http://www.nnepra.com">www.nnepra.com</a>
<b>July 1, 2022, 12:00PM EST</b>	Responses to RFP due. Late submission will not be accepted and will be returned unopened
July 7, 2022	Invitations to interview issued (if necessary)
July 8, 2022	Interviews (if necessary)
July 11, 2022	Recommendations made for award
July 12, 2022	NNEPRA awards contract

## **Pre-Proposal Site Visit**

Optional pre-bid site visit will be held at **10AM EST on Thursday, June 23, 2022** at the Brunswick Train Platform at 16 Station Avenue, Brunswick, ME, 04011. Although the Signage Contractor is not required to inspect each station location before bidding, for the purposes of the contract it shall be presumed that by failing to make such inspections, the Sign Contractor has waived the right to later claim extra payment or time extensions for conditions which would have been evident had the site been inspected.

## **Scope**

The Scope of Services include both fabrication and installation of various types, sizes, and locations of signs at ten stations.

The graphic design elements are shown by the details in the *Appendix A NNEPRA: Station Experience Project*. These requirements are intended to establish basic dimensions and appearance of signs. Within these limitations, the Contractor is responsible for fabrication of the entire system, and to make whatever modifications and additions to the details as may be required. Successful Contractor will provide a submittal of signage proposed to NNEPRA for approval prior to fabrication and installation.

Contractor shall engineer and fabricate signs to meet, at a minimum, the criteria below:

### *General*

- Comply with all Federal, State and Local Codes.
- Signs shall be fabricated and installed to withstand New England environmental factors such as wind, heat, and precipitation for a minimum life of 5 years.
- All fonts specified must be purchased by the Sign Contractor for use in this program.
- Electronic art for graphics, logos and symbols shall be supplied by the NNEPRA for the Sign Contractor's use in producing electronically cut images, patterns, or friskets. This is the only acceptable source of art for the logos and symbols. Sign Contractor shall not use artwork included as part of these Documents for final photography or digitizing.
- All final output or implementation of typography and graphics are to be sharp (without serrated or irregular edges) and exactly true to the letter style and/or design form.

### *Installation and Demolition*

The contractor is responsible for the removal and disposal of existing signs. The successful contractor shall keep the premises and the adjoining premises, driveways and streets clean of rubbish caused by the demolition operations, and at the completion of

the work shall remove all rubbish, tools, equipment, temporary work and surplus materials, from and about the premises. All rubbish and debris shall be disposed of offsite. Job site shall be left safe, neat and clean at the completion of each day's operation. The successful contractor shall be responsible for repairing or correcting damage caused by subcontractor's work.

It is required that the successful Bidder complete a walk through with a NNEPRA representative immediately following installation at each location to identify any errors, such as construction or installation issues. Such errors are to be corrected in a timely manner, and to the satisfaction of NNEPRA.

#### *Required Warranty*

The successful Bidder is to provide a written five (5) year full replacement warranty to the NNEPRA that all signs will be free of defects due to craftsmanship including, but not limited to:

1. Bubbling, chalking, rusting or other disintegration of the sign panel, graphics or of the edges.
2. Corrosion appearing beneath paint and vinyl surfaces, on sign panels, brackets, posts or other support assemblies (except as an obvious result of vandalism or other external damage).
3. Corrosion of fasteners.
4. The assemblies not remaining true and plumb on their supports.
5. Peeling, delamination or warping ("oil canning").
6. Repair and reinstallation of signage due to failed mountings.

Without additional cost to the NNEPRA, the successful Contractor shall repair or replace, including installation, any defective signs or hardware which develop during the warranty period and repair any damage to other work due to such imperfections. The successful Contractor will be required to fully replace all signs that are in error relative to the working documents that will be submitted to the successful contractor upon award of contract.

The type and quantity of signs needed for fabrication are listed in Table 1 below:

*Table 1 Sign Type and Quantity:*

<b>Sign Type</b>	<b>Quantity</b>
A1 - One Sided	11
A1 – Two Sided	4
A2 – One Sided	14
A2 – Two Sided	7

B – One Sided	11
B – Two Sided	11

The type, quantity, and location for the installation of the signs is listed below in Table 2 and shown by detail in *Appendix A NNEPRA: Station Experience Project*:

*Table 2 Location, Sign Type and Quantity:*

<b>Location: Brunswick Station</b>	
<b>Sign Type</b>	<b>Quantity</b>
A1 - One Sided	3
A2 – One Sided	1
A2 – two sided	1
B – One Sided	2
B – Two Sided	1
<b>Location: Freeport Station (Maine)</b>	
<b>Sign Type</b>	<b>Quantity</b>
A1 - One Sided	2
A1 – Two Sided	1
B – Two Sided	1
<b>Location: Portland Station (Maine)</b>	
<b>Sign Type</b>	<b>Quantity</b>
A2 – One Sided	1
B – One Sided	6
B – Two Sided	2
<b>Location: Old Orchard Beach Station (Maine)</b>	
<b>Sign Type</b>	<b>Quantity</b>
A1 – Two Sided	2
A2 – Two Sided	1
B – Two Sided	2
<b>Location: Saco Transportation Center (Maine)</b>	

Sign Type	Quantity
A1 – Two Sided	2
A2 – Two Sided	1
<b>Location: Wells Transportation Center (Maine)</b>	
Sign Type	Quantity
A1 - One Sided	1
A2 – Two Sided	1
B – One Sided	1
<b>Location: Dover Station (New Hampshire)</b>	
Sign Type	Quantity
A1 - One Sided	2
A2 – One Sided	4
B – One Sided	2
B – Two Sided	2
<b>Location: Durham Station (New Hampshire)</b>	
Sign Type	Quantity
A2 – One Sided	4
B – Two Sided	2
<b>Location: Exeter Station (New Hampshire)</b>	
Sign Type	Quantity
A1 - One Sided	3
A2 – One Sided	4
<b>Location: Haverhill Station (Massachusetts)</b>	
Sign Type	Quantity
A2 – Two Sided	2

*Shipping and Transportation*

Contractor will be responsible for proper shipping and/or transportation of all signage to the ten (10) specified locations and will be liable for any/all damage. No onsite storage will be available.

*Proposal Submittal Information*

An original copy of proposals, must be emailed or submitted in a sealed envelope to by the deadline to:

NNEPRA  
William R. Gayle, Director of Policy and Administration  
75 West Commercial Street, Suite #104  
Portland, ME 04101  
Email: [william@nneptra.com](mailto:william@nneptra.com)

In order to establish a uniform review process, all proposals shall include the following:

- I. Title Page: Include the Request for Proposal title and number, the name, address and telephone number of the company, name/title of primary contact person, and submission date
- II. Table of Contents: Clearly identify the material by section and by page number
- III. Letter of Transmittal: (limit to one or two pages)
  - i. Briefly state your understanding of the work to be performed, a positive commitment to perform the work and ability to meet defined objectives.
  - ii. Provide the names of the persons who will be authorized to make representations for the proposal, their titles, addresses, and telephone numbers.
- IV. Company Profile:
  - i. Provide the address of the primary office from which the work is to be performed, as well as the number of professional staff employed by that office.
  - ii. Include a copy of the company's most recent annual financial report. This information will be kept confidential and is used for internal tracking of federal requirements.
- V. Summary of Company's Qualifications
  - I. Provide an overview of the company.
  - II. Describe prior or present projects that substantiate your company's qualifications to perform this work.
  - III. Specify the location of projects completed with similar materials and fabrication of signs as being proposed.
  - IV. List any services that would not be done in-house and would have to be subcontracted to other professionals.
  - V. Two references that we can contact to learn more about your company.
- VI. Cost Proposal
  - I. Provide a unit sign cost based on the design criteria outlined in *Appendix A NNEPRA: Station Experience Project*.
  - II. Provide a total cost for the installation of signs based on the scope of the RFP.
  - III. Provide an overall project cost.
- VII. Signed Certifications:
  - I. The Certification forms included in this package as Attachment B must be

signed by an authorized official and submitted with the proposal.

VIII. Other Proposal Requirements:

- I. All proposals are limited to a total of 10 pages including all signed certifications.
- II. Proposals shall be valid for 30 days from the date of submission and are not subject to withdrawal.

**Interviews**

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

**Evaluation of Proposals**

Proposals received will be reviewed to assure they are responsive to the RFP requirements. Proposals deemed responsive will then be reviewed and scored by an evaluation committee in accordance with the criteria below.

**I. Completeness of Proposal (10 points)**

- Quality of proposal
- Comprehensive, organized proposal that addresses all areas of the RFP
- Includes required signatures / signed certifications

**II. Qualifications, Experience, and Availability of the personnel to be assigned (40 points)**

- Relevant and proven experience
- Ability to provide full range of required services
- Availability to meet the completion deadline of September 1, 2022
- Understanding of NNEPRA's needs/objectives as outlined

**III. Cost of proposal (50 points)**

- Both the lowest overall cost and the lowest unit cost per sign may be considered in this category

The committee may perform preliminary scoring of proposals and choose to interview the top scoring company(ies), after which scoring will be finalized.

**Questions regarding this proposal for services must be made in writing and submitted to the address below by 5:00 PM EST June 24, 2022:**

William R. Gayle, Director Policy and Administration  
75 West Commercial Street, Suite #104  
Portland, ME 04101  
Or via e-mail: [william@nnepra.com](mailto:william@nnepra.com)

Please include "RFP#22-SIGNAGE" in the subject line of all e-mail questions. Responses to all questions will be compiled in writing and posted on the NNEPRA website



(<http://www.nnepra.com>) no later than June 23, 2022. It is the responsibility of all interested parties to visit this website to obtain a copy of the Question & Answer Summary.

**No telephone inquiries will be accepted.**

NNEPRA reserves the right to waive formalities, to accept any proposal, or to reject any and all proposals for any reason.

Any costs incurred by proposers in preparing or submitting offers are the proposer's sole responsibility; NNEPRA will not reimburse any proposer for any costs incurred prior to award.

# NNEPRA: Station Experience Project

## Phase 1: Project A - Wayfinding

Station	Sign A1: City/State Identifier	Sign A2: City/State Identifier w/Direction Bar	Sign B: Directional Messages
Brunswick	3 (1-sided)	1 (2-sided) / 1 (1-sided)	1 (2-sided) / 2 (1-sided)
Freeport	2 (1-sided)	1 (2-sided)	2 (2-sided)
Portland	n/a	1 (1-sided)	2 (2-sided) / 6 (1-sided)
Old Orchard Beach	2 (2-sided)	1 (2-sided)	2 (2-sided)
Saco	2 (2-sided)	1 (2-sided)	
Wells	1 (1-sided)	1 (2-sided)	1 (1-sided)
Dover	2 (1-sided)	4 (1-sided: 2 NB / 2 SB)	2 (2-sided) / 2 (1-sided)
Durham	n/a	4 (1-sided: 2 NB / 2 SB)	2 (2-sided)
Exeter	3 (1-sided)	4 (1-sided: 2 NB / 2 SB)	
Haverhill	n/a	2 (2-sided)	
Woburn	n/a		
Boston	n/a		
<b>Totals</b>	<b>4 (2-sided) / 11 (1-sided)</b>	<b>7 (2-sided) / 14 (1-sided)</b>	<b>11 (2-sided) / 11 (1-sided)</b>

## Sign A.1: City/State Identifier



Based on a 10 ft platform depth

Using Amtrak Grid System: Logo is 6x high / text is 4x

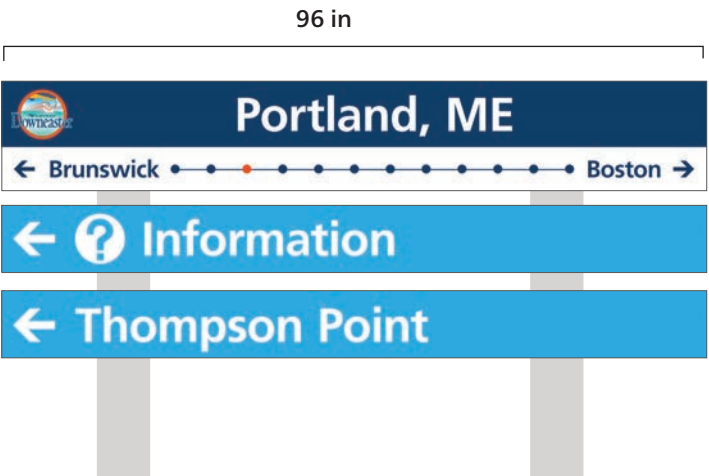
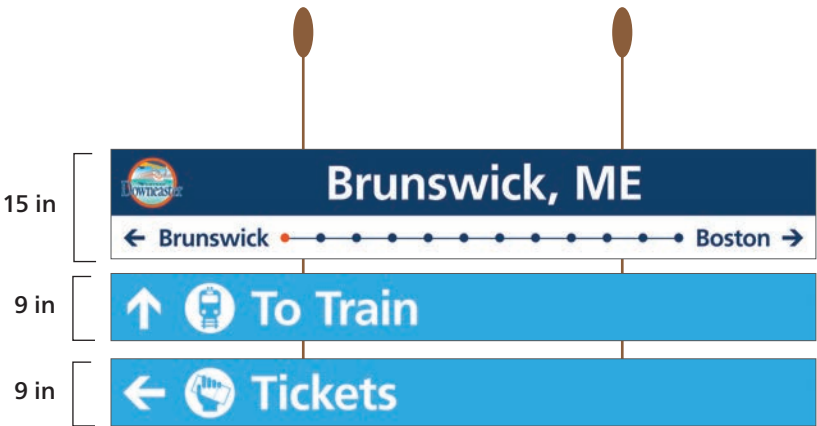
*Note: Works for all except Old Orchard Beach font size is modified to fit the sign*



# Sign A.2: City/State Identifier with Direction Bar

## Sign B: Directional Messages

Amtrak Blue, white, and Downeaster bright blue. Will align with interior digital kiosks blue.



Sign A.2: City/State Identifier with Direction Bar



See pages 70-71 in Amtrak style guide

Sign B: Directional Messages



See page 63 in Amtrak style guide



# Brunswick Wayfinding Mockups

add addresses and additional photos for all



## Sign A.1: City/State Identifiers (3)

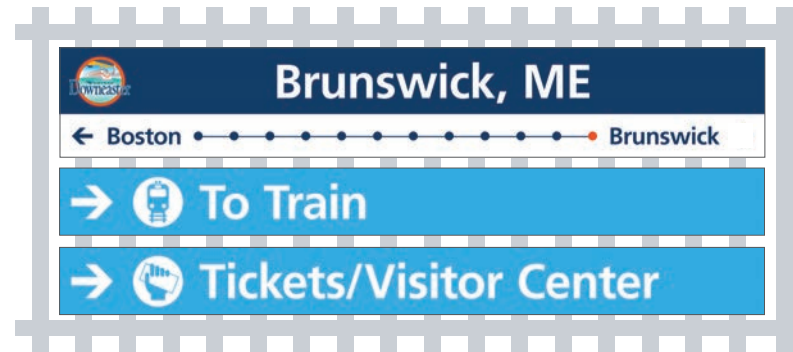
Fascia (1); End cap (2)



## Sign A.2: City/State Identifier with Direction Bar

### Sign B: Directional Messages

Install on railing (as shown in mock)

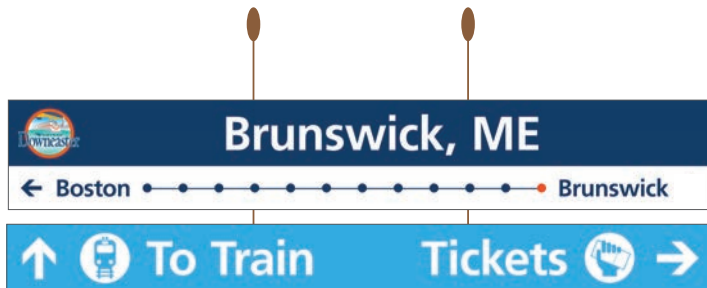


## Sign A.2: City/State Identifier with Direction Bar

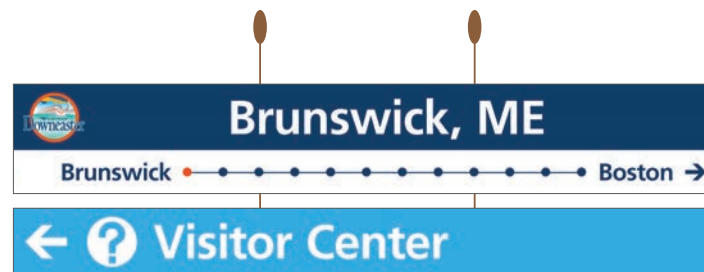
### Sign B: Directional Messages

Existing signage area

Front: View from walkway



Back: View from rail tracks



# Brunswick Station

Location: 16 Station Avenue, Brunswick, ME 04011



## Project A: Wayfinding

Phase 1: Project A	Qty	Location	Side 1	Side 2
A1: City/State Identifier	3	2 on the fascia, 1 on each of the end caps	1-sided	
A2: City/State Identifier w/ Direction Bar	1	Replace existing	2-sided	
B: Directional Messages (Tiers)	1	Under existing A2	^To Train....Visitor Center>	<Visitor Center
A2: City/State Identifier w/ Direction Bar	1	(NEW) At end of the platform on railing	1-sided	
B: Directional Messages (Tiers)	2	(NEW) At end of the platform on railing	^To Train > Tickets/Visitor Center	



# Freeport Wayfinding Mockups



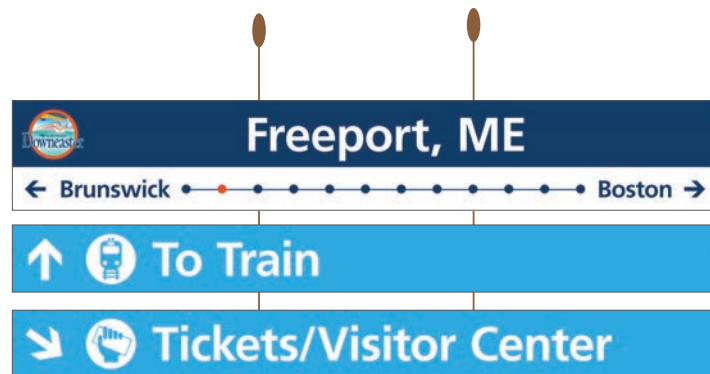
## Sign A.1: City/State Identifiers at Platform End caps (2)



## Sign A.2: City/State Identifier with Direction Bar

### Sign B: Directional Messages

Front: View from entrance/visitor center



Back: View from rail tracks



# Freeport Station

Location: 23 Depot Street, Freeport, ME 04032



## Project A: Wayfinding

Phase 1: Project A	Qty	Location	Side 1	Side 2
A1: City/State Identifier	2	On the end caps	1-sided	
A2: City/State Identifier w/ Direction Bar	1	Replace existing	2-sided	
B: Directional Messages (Tiers)	2	Under sign A2	^To Train \, Tickets/Visitor Center	'\ Tickets/Visitor Center '\ Downtown/Shopping



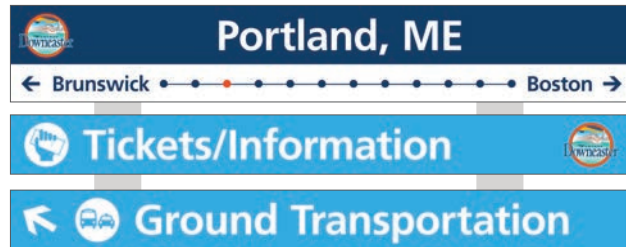
# Portland Wayfinding Mockups



## Sign A.2: City/State Identifier with Direction Bar

### Sign B: Directional Messages

1-sided



## Sign B: Directional Messages

Replacing "Train Tickets"



## Sign B: Directional Messages

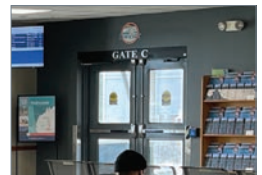
1-sided, NEW: Exterior, second walkway entrance



1-sided, NEW: Exterior, first walkway entrance



1-sided, NEW: Interior, above the doorway to platform



2-sided — Interior, walkway signage

Front



Back



# Portland Station

Location: 100 Thompson's Point Road, Portland, ME 04102



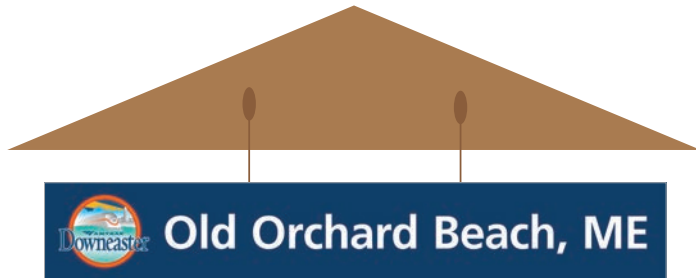
## Project A: Wayfinding

Phase 1: Project A	Qty	Location	Side 1	Side 2
<b>A2: City/State Identifier w/ Direction Bar</b>	1	Replace existing, on stilts	1-Sided	
<b>B: Directional Messages (Tiers)</b>	2	Under sign A2	< Tickets/Information <Ground Transportation	
<b>B: Directional Messages (Tiers)</b>	2	Inside walkway, replace current big white "Ground Transportation" sign	Portland, ME (A1 style) ^to train	^Tickets/Information ^Ground Transportation
<b>B: Directional Messages (Exterior)</b>	1	2 <sup>nd</sup> walkway side entrance	< To Train .... To Tickets>	
<b>B: Directional Messages (Exterior)</b>	1	1 <sup>st</sup> walkway side entrance	< To Train .... To tickets>	
<b>B: Directional Messages (Interior)</b>	1	Above "Gate C"	^ To Train	
<b>B: Directional Messages (Interior)</b>	1	Above the desk signage	Tickets/Information	

# Old Orchard Beach Wayfinding Mockups



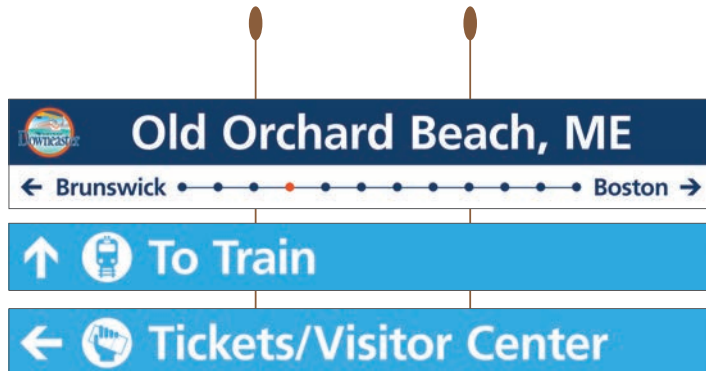
## Sign A.1: City/State Identifiers at Platform End caps (2)



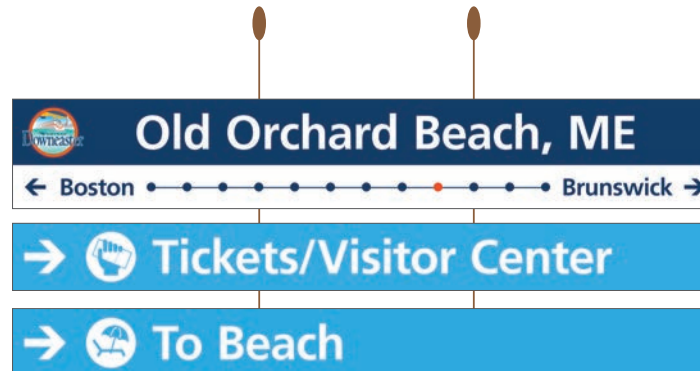
## Sign A.2: City/State Identifier with Direction Bar

### Sign B: Directional Messages

Front: View from platform entrance



Back: View from rail tracks



**Note:** Hanging signs A2 and B will be hung at a windy location on the platform.

# Old Orchard Beach Station

Location: 11 First Street, Old Orchard Beach, ME 04064



## Project A: Wayfinding

Phase 1: Project A	Qty	Location	Side 1	Side 2
A1: City/State Identifier	2	On the end caps	2-sided	Same
A2: City/State Identifier w/ Direction Bar	1	Replace existing	2-sided	
B: Directional Messages (Tiers)	2	Under sign A2	^To Train < Tickets/ Visitor Center	> Tickets/ Visitor Center > To Beach

**Note:** Hanging signs A2 and B will be hung at a windy location on the platform.



# Saco Wayfinding Mockups



## Sign A.1: City/State Identifier (2)

Hanging from platform ends



## Sign A.2: City/State Identifier with Direction Bar

Front: View from rail tracks



Back: View from station



# Saco Station

Location: 138 Main Street, Saco, ME 04072



## Project A: Wayfinding

Phase 1: Project A	Qty	Location	Side 1	Side 2
A1: City/State Identifier	2	On the end caps	2-sided	Same
A2: City/State Identifier w/ Direction Bar	1	Replace existing	2-sided	

# Wells Wayfinding Mockups

## Sign A.1: City/State Identifier

Lower platform



## Sign A.2: City/State Identifier with Direction Bar

Upper platform

Front: View from rail tracks



Back: View from approach walkway/ parking lot/ station



# Wells Station Visit Notes

Location: 696 Sanford Road, Wells, ME 04090



## Project A: Wayfinding

Phase 1: Project A	Qty	Location	Side 1	Side 2
A1: City/State Identifier	1	Lower platform	1-sided	
A2: City/State Identifier w/ Direction Bar	1	Upper Platform	2-sided	
B: Directional Messages (Tiers)	1	Under Sign A1	< To train	



# Dover Wayfinding Mockups

## Sign A.1: City/State Identifier (2)

1-sided, NEW: attached to the front; hanging from the side of platform



Side Platform View



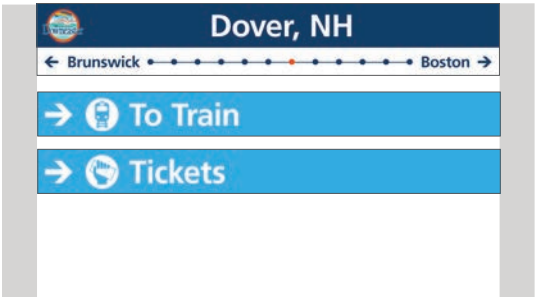
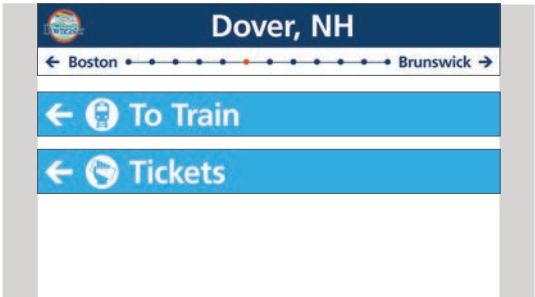
Front Platform View

## Sign A.2: City/State Identifier with Direction Bar (2)

### Sign B: Directional Messages (2)

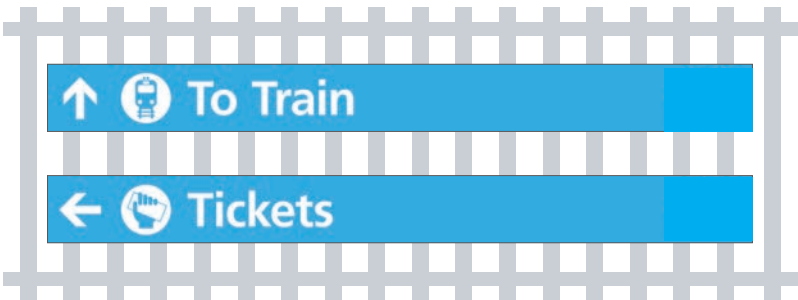
Front: View from parking lot

Back: View from rail tracks



## Sign B: Directional Messages

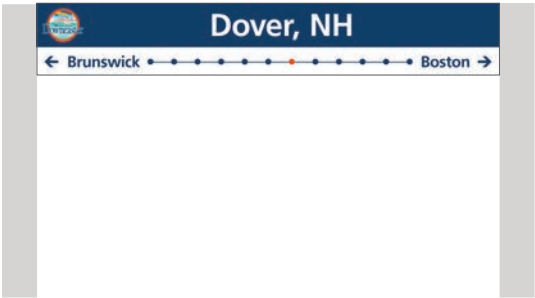
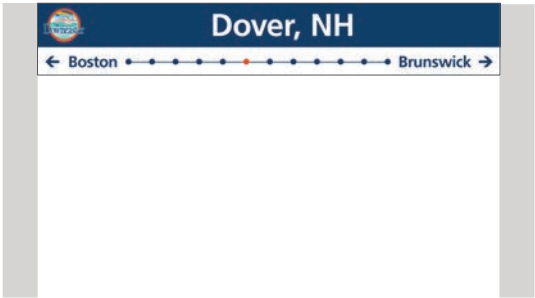
1-sided, NEW: Mount these as railing signs



## Sign A.2: City/State Identifier with Direction Bar (2)

Front: View from parking lot

Back: View from rail tracks



# Dover Station Visit Notes

Location: 33 Chestnut Street, Dover, NH 03820



## Project A: Wayfinding

Phase 1: Project A	Qty	Location	Side 1	Side 2
A1: City/State Identifier	2	- North Side of Platform - Long side building under DE logo		
A2: City/State Identifier w/ Direction Bar	4	Both on stilts	1-sided	
B: Directional Messages (Tiers)	2	Under first A2	<To train <To Tickets	>To train >To Tickets
B: Directional Messages (Railing)	2	On the railing by the platform entrance	^To Train < Tickets	

# Durham Wayfinding Mockups



## Sign A.2: City/State Identifier with Direction Bar (2)

### Sign B: Directional Messages (2)

View from Parking



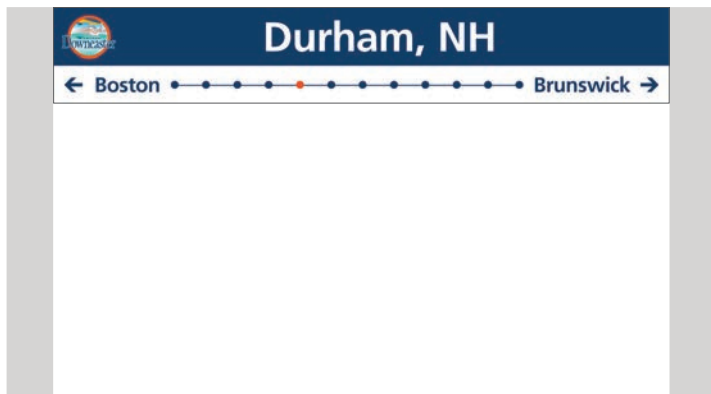
View from rail tracks



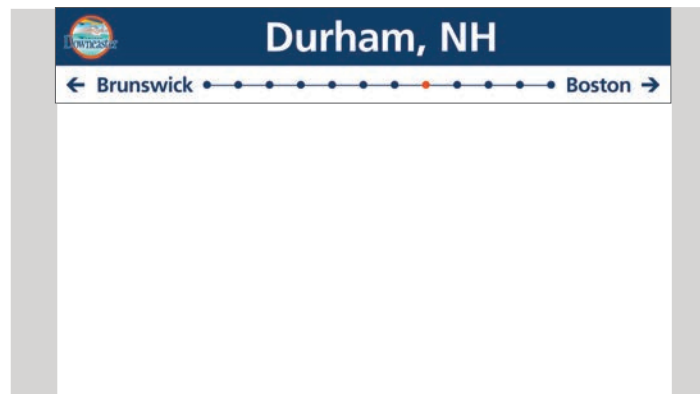
## Sign A.2: City/State Identifier with Direction Bar (2)

Two signs per structure

View from Parking



View from rail tracks



# Durham Station Visit Notes

Location: 3 Depot Road, Durham, NH 03824



## Project A: Wayfinding

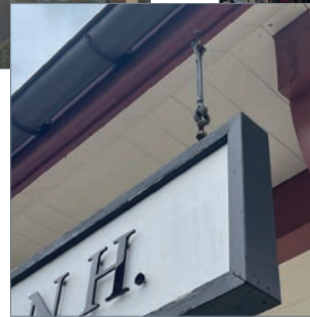
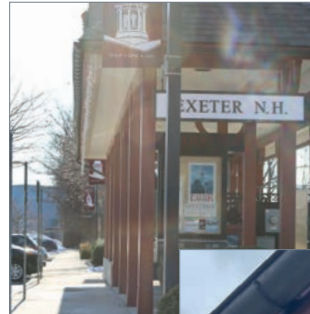
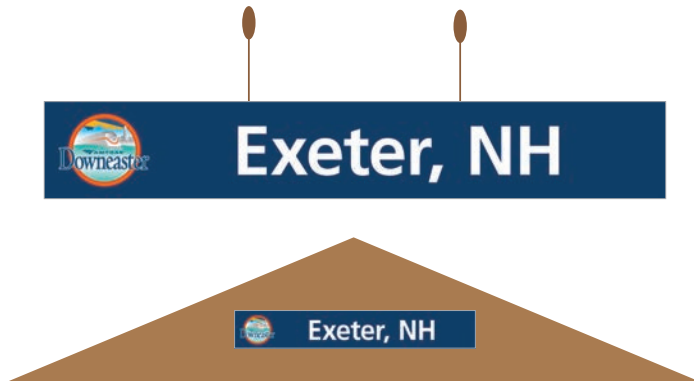
Phase 1: Project A	Qty	Location	Side 1	Side 2
A1: City/State Identifier	1	On wall under bridge	1-sided	
A2: City/State Identifier w/ Direction Bar	4	Replace existing (Stilts)	1-sided	
B: Directional Messages (Tiers)	2	Under sign A2	< To train > Tickets	> To Train <Tickets

# Exeter Wayfinding Mockups



## Sign A.1: City/State Identifier

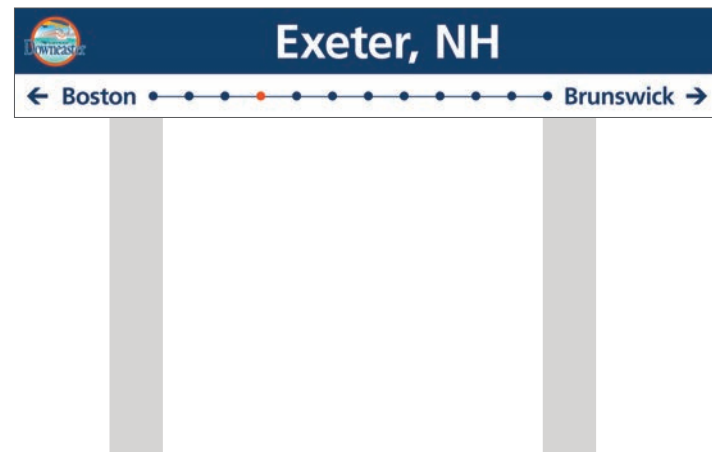
3 (One-sided)



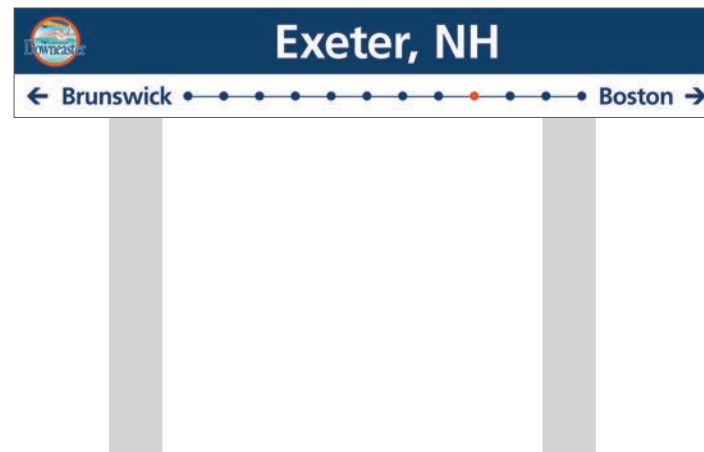
## Sign A.2: City/State Identifier with Direction Bar (2 Structures)

Two signs per structure

View from Parking



View from rail tracks



# Exeter Station Visit Notes

Location: 60 Lincoln Street, Exeter, NH 03833



## Project A: Wayfinding

Phase 1: Project A	Qty	Location	Side 1	Side 2
A1: City/State Identifier	3	End caps (2), Front Mounted	1-sided	
A2: City/State Identifier w/ Direction Bar	4	Replace existing (Stilts)	1-sided	



# Haverhill Wayfinding Mockups



## Sign A.2: City/State Identifier with Direction Bar (2)

Inbound Platform Sign



Outbound Platform Sign



# Haverhill Station

Location: Washington Street at Railroad Square, Haverhill, MA 01832



## Project A: Wayfinding

Phase 1: Project A	Qty	Location	Side 1	Side 2
Sign A2: City/ State Identifier w/ Direction Bar	2	Replace existing	2-sided	



## **Appendix B: FTA Grant Compliance Requirements**

### **Federal Grant Compliance Requirements**

Contractor/Vendor (Contractor) further agrees with the Northern New England Passenger Rail Authority (referred to in this Addendum 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/2022-02/FTA-Master-Agreement-v29-2022-02-07.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 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 of 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 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 corrective 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 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 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.

**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 the American with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, Section 504 Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d), 42 U.S.C. §§ 4151 *et seq.*, and the following applicable regulations:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- Any implementing requirements FTA may issue.

**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
- 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.

**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.

**Veteran's Preference/Employment.**

The Contractor shall give hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This shall not be understood, construed or enforced in any manner that would require the Contractor to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.



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

### 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 \_\_\_\_\_