



CONTRACTOR NAME: _____

DESCRIPTION OF PROJECT:

- **Wells Station Expansion** conforming to the requirements of this Invitation to Bid. This Invitation to Bid contains the attached documents listed below. These documents are available for download at the NNEPRA website at <https://www.nnepra.com/do-business-with-us/procurement-opportunities/>.
 - Wells Station Expansion – Contract Plans
 - Wells Station Expansion – Project Specifications
 - Geotechnical Design Report – Passenger Rail Station Improvements – Wells Transportation Center
 - Existing Building Code Evaluation Report – Wells Station Expansion
 - General Decision Number ME20240053 and ME20240033 for Davis Bacon Wage Rates for Building Construction in York County
 - Environmental Permit Requirements
 - US Army Corp of Engineers Permit (Note – The attachments to this permit depict the maximum allowable temporary clearing for access south of the CSX railroad tracks and the maximum allow wetland impacts for the project)
 - Maine Department of Environmental Protection Permit-by-Rule
 - United States Department of the Interior Fish and Wildlife Service Requirements

PROJECT INFORMATION, SCHEDULE REQUIREMENTS, AND OTHER INFORMATION:

- The work of this contract generally includes improvements at Wells Station, including construction of new stair/elevator towers and a bridge over the railroad tracks, construction of a new passenger platform, reconstruction of the existing passenger platform, and associate site work.
- The Contractor shall procure and maintain, at its sole cost and expense, insurance as required by the Project Specifications. See Specification Section 010009 – Insurance Requirements. Additionally, the Contractor shall meet the railroad insurance requirements as required by the Project Specifications. NNEPRA shall be named as an additional insured on all insurance requirements.
- Contractors are advised that most of the work shall be occurring within immediate proximity to active railroad tracks owned and operated by CSX Transportation. The Contractor shall not access the railroad ROW without explicit permission from CSX. The Contractor will be required to pause certain work activities while Downeaster trains are at the Station platform or while CSX freight trains are passing the Station platform. A CSX flagger will be on-site during construction and all work stoppages shall be as directed by the flagger. A Downeaster schedule is available at <https://amtrakdowneaster.com/schedule/>. Freight trains may pass at

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any time but generally, approximately 3 freight trains per day will pass by the station during typical working hours. No additional compensation will be provided to the Contractor based on the actual number of CSX trains per day. See the Project Specifications for all CSX requirements.

- The Contractor shall ensure that all work is done in accordance with the attached environmental permits. In addition to the complete permit requirements, please note the following:
 - All clearing shall be completed prior to March 31, 2025.
 - The Contractor shall complete and submit the Work Start Notification Form to the ACOE at least two weeks prior to the anticipated start of construction date.
 - The Contractor shall take photographs of the area to be altered by the activity prior to work on the site beginning. The photographs must be kept on file and be made available at the request of MaineDEP.
 - The Contractor shall install perimeter controls before the work starts, including any clearing or grubbing. Disturbance of natural resources beyond the construction limits shown on the plans is not permitted.
- *All work for this contract shall be completed no later than November 30, 2026.*

SITE VISIT MEETING:

- A **mandatory** site visit meeting will be held. Contractors submitting a bid must attend this meeting. Representatives from NNEPRA and CSX will be present at the meeting to discuss the project.
- The mandatory site visit will be held on **November 19, 2024** starting at **1:00pm**.
- The mandatory site visit will be held at the Wells Transportation Center – 696 Sanford Rd, Wells, ME 04090.
- Contractors planning to attend the site visit meeting shall notify NNEPRA at all of the following email addresses a minimum of 24 hours prior to the meeting. james@nnepra.com, gedington@vhb.com, and tbryant@vhb.com.
- Safety vests, hard hats, safety glasses and work boots are required for all participants on a site visit.

BID QUESTIONS:

- All questions must be received no later than November 26, 2024 at 12:00 p.m. local time to be considered.
- NNEPRA will issue an addendum, if needed, by December 4, 2024 answering questions received prior to the deadline.
- All questions regarding this bid must be made in writing by **email only** and directed to:
Belle Askinasi, Office Administrator
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite #104,
Portland, Maine 04101
belle@nnepra.com
Phone calls will not be accepted.

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BID CONTENTS AND DUE DATE:

- Sealed bids for the above **Wells Station Expansion Project** will be received by the Northern New England Passenger Rail Authority, 75 West Commercial Street, Suite #104, Portland, Maine until **1:00 p.m. local time, December 11, 2024**, and then at said office publicly opened and read aloud. Bids submitted after this time will not be accepted. Each bidder shall submit a single sealed envelope, the outside of which must be clearly marked “**Bid for Wells Station Expansion Project, Bid # 25-Wells Station-007**”. All bids shall contain all pages of the **Bid Form, Signed Federal Clauses (3)**, and **signed copies of any addendums that are issued**.
- Bids may be submitted in-person or via mail to:
Belle Askinasi, Office Administrator
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite #104,
Portland, Maine 04101
belle@nnepra.com
- Bid Security in the amount of (5%) of the Total Bid shall be submitted with the Bid. The Bid Security may be either a proposal guaranty bond executed by a surety company authorized to do business in the State of Maine, or a certified check drawn upon a bank within the United States of America. Bid Security shall be made payable to Northern New England Passenger Rail Authority. Bids submitted without Bid Security will not be considered.
- All bids shall be valid for 60 days.

ADDITIONAL INFORMATION:

- Any Contractor submitting a bid shall be currently listed on the Maine Department of Transportation Contractor Prequalification Status list for Building construction. Any Contractor interested in submitting a bid that is not prequalified must show sufficient experience with similar construction. At a minimum, any Contractor that is not prequalified shall submit project information for at least three projects completed within the previous five years. NNEPRA reserves the right to reject Bids from any Contractor that is determined not to be qualified.
- Portions of this project are being funded by Federal Funding Sources and the State of Maine.
- Compliance with attached Federal Clauses is required.
- **Compliance with Davis-Bacon prevailing wage rates is required on this federally funded project.** The Contractor will be required to submit certified payroll reports to confirm compliance. The applicable wage rates are attached (General Decision Number ME20240053 for York County, ME).
- 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 intends to provide a Notice of Award to the lowest bid price that is responsive to the requirements and is a responsible and qualified Contractor.
- NNEPRA has a dispute and protest policy. Contact NNEPRA for more information.

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- 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 Contractor shall supply the required insurance certificates and begin execution of this contract within ten (10) calendar days after a Purchase Order has been issued.
- The successful Contractor shall furnish 100% Performance Bond and 100% Payment Bond within ten (10) calendar days after a Purchase Order has been issued.

PAYMENT PROVISIONS:

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

BID FORM

CONTRACTOR NAME: _____

PRODUCT IDENTIFICATION: Wells Station Expansion conforming to the requirements of this Invitation to Bid.

THIS BID IS SUBMITTED TO: Ms. Belle Askinasi
Office Administrator
Northern New England Passenger Rail Authority
75 W Commercial Street, Suite #104
Portland, Maine 04101
belle@nnepra.com

By submitting this Bid the undersigned Contractor:

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 and Services in accordance with the specifications and other Invitation to 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 thirty days after the day of Invitation to Bid due date.
3. Agrees that:
 - a. Contractor 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; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Bid; Contractor has not solicited or induced any person, firm or corporation to refrain from quoting; and Contractor has not sought by collusion to obtain for himself any advantage over any other Contractor 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.

Contractor shall state if exemption certificate is required: Yes _____ No _____.

BID FORM

This Bid is submitted for the following Project:

Wells Station Expansion conforming to the requirements of this Invitation to Bid.

| <u>Item</u> | <u>Approximate Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--|---------------------------------|-------------------------|--------------------|
| Contract Line Item No. 1 – Base Proposal | 1 Lump Sum | /LS | |
| | | Total Bid Price: | |

Contract Line Item No. 1 – Base Proposal: Fixed price, lump sum, that includes all the work of this project. The Base Proposal includes all work shown in the Contract Plans and called for in the Specifications.

See Specification Sections 011000 – Definition of Contract Line Items, and 012000 – Schedule of Values for additional information.

Communications concerning this Bid shall be addressed to:

Contractor Company Name: _____

Contractor's Representative: _____

Contractor's Address: _____

Contractor's Telephone No: _____

Contractor's E-mail Address: _____

Contractor'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 #: _____

Is your company a Certified DBE? YES NO

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In submitting this Bid, it is understood and agreed by Contractor 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.

CONTRACTOR AUTHORIZED SIGNATURE: _____

Printed Name & Title: _____

SUBMITTED ON: _____, 2024

Addendum A
Federal Grant Compliance Requirements

The Contractor (referred to here as “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, each as defined in 2 C.F.R. § 200.1. The parties agree that this document is not intended to enlarge or increase the applicability of any federal requirements to Contractor beyond those requirements that arise under federal law, regulation or the United States of America Department of 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.

False Claims Act – 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, Sub-Contractor, 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.

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 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.

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.

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.

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.

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.

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 Clean 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 Contractor and 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.

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).

Small and 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. 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.

Civil Rights – 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

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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 ace, color or national origin; (b) Tile 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 the 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 Contractors must comply with all regulations, guidelines, and standards adopted under the above statutes.

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 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.

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.”

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).

Buy America – Contractor must comply with the Buy America provisions set forth in 49 U.S.C. § 22905(a) and 41 U.S.C. §§ 8301-8305 which specifically provide that the Secretary of Transportation may obligate ARRA funds for a High-Speed Intercity Passenger Rail or congestion project only if the steel, iron, and manufactured goods used in the project are produced in the United States. The Secretary (or the Secretary's delegate, the FRA Administrator) may waive this requirement if the Secretary finds that applying this requirement would be inconsistent with the public interest; the steel, iron, and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality; rolling stock or power train and equipment cannot be bought and delivered in the United States within a reasonable time; or including domestic material will increase the cost of the overall project by more than 25 percent. For purposes of implementing these requirements, in calculating the components' costs, labor costs involved in final assembly shall not be included in the calculation. If the Secretary determines that is necessary to waive the application of the Buy America requirements, the Secretary is required before the date on which such finding takes effect to publish in the Federal Register a detailed written justification as to why the waiver is needed; and provide notice of such finding and an opportunity for public comment on such finding, for a reasonable period of time, not to exceed 15 days. The Secretary may not make a waiver for goods produced in a foreign country if the Secretary, in consultation with the United States Trade Representative, decides that the government of that foreign country has an agreement with the United States Government under which the Secretary has waived the requirement of this subsection, and the government of that foreign country has violated the agreement by discriminating against goods to which this subsection applies that are produced in the United States and to which the agreement applies. The Buy America requirements described in this section shall only apply to projects for which the costs exceed \$100,000.

Buy American – The 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. NNEPRA and the Contractor also represents that they have never been convicted of violating the Buy American Act nor will make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

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.

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 sub-Contractor 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.

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. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.334 – 200.338

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 purpose of making audit, examination, excerpts, and transcriptions.

Consolidated Rail Infrastructure and Safety Improvements Reporting – Contractor agrees to provide access to information necessary to perform the additional reporting requirements pursuant to Consolidated Rail Infrastructure and Safety Improvements grants.

ARRA Reporting – Contractor agrees to provide access to information necessary to perform the additional reporting requirements pursuant to ARRA § 1201 and 1512(c).

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.

Labor Protective Arrangements – Contractor agrees to comply with the protective arrangements established by the Department of Labor under 45 U.S.C. 836.

Flow Down Provisions – 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.

Rights in Data and Copyrights - All ownership, property and copyrights throughout the world in any photographs, artwork, logos, trade names, trademarks, service marks, copy, text or information assembled or created pursuant to the Agreement (“Material”) shall belong to and hereby are assigned to the Authority. In accordance with 49 C.F.R. §§ 18.34 and 19.36, the Federal Government has reserved a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes, (i) any Material developed under the contract or any subcontract, whether or not a trade name, trademark or service mark has been developed, or a copyright has been obtained or any other property right registered; and (ii) any such rights that the Authority or contractor may purchase or otherwise acquire ownership.

Contractor may not publish or reproduce any recorded information, whether or not copyrighted, that is delivered or specified to be delivered to the Federal Government under a grant agreement between the Authority and any agency of the Federal Government (“Subject Data”), in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without in each instance, the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public. All copyrights in any information created pursuant to this Agreement shall belong to and hereby are assigned to the Authority. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes, (i) any Subject Data developed under this Agreement or any subcontract under this Agreement, whether or not copyright has been obtained; and (ii) any rights of copyright to which the Authority or Contractor purchases ownership with Federal Assistance. Without limiting the generality of the foregoing, under certain circumstances, the Federal Government may make available Subject Data derived under this Agreement or a copy of Subject Data first produced under this Agreement to other grant recipients or Municipalities. Contractor agrees to indemnify, save and hold harmless the Authority and FRA against any liability including costs and expenses resulting from any willful or intended violation by Contractor or its contractors and subcontractors at any tier, of property rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

Special DOL Equal Employment Opportunity for Construction Projects

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or

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applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Cargo Preference

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'onboard' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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.

Contractor Policy to Ban Text Messaging While Driving –

(a) *Definitions.* As used in this clause—

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor should—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

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.

Termination for Default (Construction).

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

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

Suspension and Debarment. Contractor will provide certifications on debarment and suspension for the Contractor and Subcontractors and comply with all DOT regulations, "Non-procurement Suspension and Debarment" (2 CFR part 1200) and "Government-wide Requirements for Drug-Free Workplace (Grants)," (49 CFR part 32). 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.

Prevailing Wage and Copeland Anti-Kickback Acts. The Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FRA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week.

The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Prohibition on Certain Telecommunications and Video Surveillance Services of Equipment.

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications

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equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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

b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115232, section 889 for additional information.

d. See also § 200.471.

Trafficking of Persons - The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

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

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

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

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**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 Contractor 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:

Type or Print Authorized Representative's Name: _____

Authorized Representative Title: _____

Authorized Representative Signature: _____

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

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CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name of authorized official)

behalf of

_____ that:
(name of firm)

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.

Executed this _____ day of _____, 2024.

NAME OF BIDDER / COMPANY NAME: _____

TYPE OR PRINT NAME: _____

Signature of authorized official: _____ Date: _____

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

FRA BUY AMERICA CERTIFICATION

The bidder or offeror must submit to the FRA recipient (NNEPRA) the appropriate Buy America certification (below) with all bids or offers for acquisitions of steel, iron and manufactured goods . Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. Section 29905(a)(1).

Date: _____

Company: _____

Signature: _____

Name, Title: _____