



## **Information Technology Consulting and Support Services**

### **Request for Proposals #26-IT Services-001**

**Proposals Due: August 27, 2025 1:00 p.m. Eastern Time**

**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) is a public transportation authority that provides oversight of the Amtrak Downeaster passenger rail service between Brunswick, ME and Boston, MA.

The purpose of this RFP is to identify and retain an information technology (IT) firm in Maine with the necessary qualifications, expertise and experience to provide a broad range of IT services including but not limited to data monitoring and security, backup and recovery, upgrading / updating software and hardware, identifying areas of improvement or potential efficiencies, etc. NNEPRA does not collect, store, or process customer payment information, including credit card data. Accordingly, the selected contractor is not expected to manage or support systems that handle customer financial transactions or personally identifiable information (PII) related to ticket purchases. This IT services contract will begin Fall 2025 and end on June 30, 2026 and can be terminable by either party. The contract will have an option to extend on a year-to-year basis for up to four additional years upon mutual agreement.

NNEPRA was formed by the Maine Legislature in June of 1995 to initiate, establish and maintain regularly scheduled passenger rail service between points within and outside Maine. NNEPRA manages and sponsors a variety of projects to support the Amtrak Downeaster. Downeaster service is provided under an operating agreement with the National Railroad Passenger Corporation (AMTRAK).

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

NNEPRA requires a written proposal, that addresses the points detailed in this RFQ, 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 1:00 PM EST August 27, 2025.** Proposals received later than the deadline will be rejected.

### Selection Timeline

Please note that the dates below may be adjusted to comply with all procedural requirements associated with the contracting process. The actual contract start date will be determined by a completed and approved contract.

Date	Phase
August 1, 2025	Advertisement of RFQ
August 8, 2025, 1:00PM EST	Deadline for firms to submit written questions to NNEPRA
August 13, 2025	NNEPRA issues written responses to questions on <a href="http://www.nnepra.com">www.nnepra.com</a>
August 18, 2025, 2:00 – 3:00PM EST	Optional 1-hour site visit available at NNEPRA's Portland, ME office (75 W Commercial St, Suite 104, Portland, ME 04101). Please notify Catherine Kruglak at <a href="mailto:catherine@nnepra.com">catherine@nnepra.com</a> by 12:00PM August 18 if your company plans to attend for parking/entry instructions.
August 19, 2025, 4:00pm	Deadline for firms to submit written questions to NNEPRA
August 20, 2025	NNEPRA will issue written responses to questions on <a href="http://www.nnepra.com">www.nnepra.com</a> .
August 27, 2025, 1:00PM EST	Responses to RFP due. Late submission will not be accepted and will be returned unopened.
September 2 – 4, 2025	Interviews (if necessary)
September 8, 2025	NNEPRA makes award

**Questions regarding this proposal for IT services must be made in writing and submitted to the address below by and 4:00 PM EST August 19, 2025:**

Catherine Kruglak, Grant Program and Compliance Manager  
75 West Commercial Street, Suite #104  
Portland, ME 04101

**Or via e-mail:** [catherine@nnepra.com](mailto:catherine@nnepra.com)

Please include "26-IT Services-001" 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 August 20, 2025. It is the responsibility of all interested parties to visit this website to obtain a copy of the Question & Answer Summary and sign any required addendum.

**No telephone inquiries will be accepted.**

### Scope of Services

The selected Information Technology (IT) Firm will provide a comprehensive range of IT services to NNEPRA that includes, but is not limited to, the following areas:

1. Assist NNEPRA with ongoing IT Network Operations and Support requirements including, but not limited to:
  - i. Helpdesk and end-user support (onsite & remote)
  - ii. Daily monitoring for security, virus infiltration and server efficiency
  - iii. Backup and recovery services
  - iv. Troubleshooting software and connection problems
  - v. Updating/upgrading security protocols
  - vi. Updating/upgrading operating system as needed
  - vii. Recommending and assisting in updates/upgrades to hardware and software
  - viii. Optimizing use of NNEPRA's current software suite including staff training and one-on-one assistance as necessary
  - ix. Assisting with third party software installation and setup
  - x. Installing, configuring and troubleshooting computer equipment and peripheral hardware
  - xi. Installing, configuring and troubleshooting internet and e-mail connections on cell phones
  - xii. Prepare baseline assessment of system deficiencies and recommendations for improvements
2. Recommend immediate improvements for the development and implementation of a cost-effective and robust IT infrastructure for our organization. Our objective is to improve efficiency by developing data management and storage structure which can:
  - i. Manage performance, financial and project data
  - ii. Develop a server/ cloud strategy and migration plan.
  - iii. Develop and implement standards and procedures for the collection, storage, retention, and reporting of data.

The overall scope of services requested under this RFP includes all aspects of Technology Functions, including assessment, analysis, recommendations and technical support tasks. The overall objectives are to assist NNEPRA with developing, maintaining and securing its technology infrastructure and information systems. This includes the need to provide technical advice, support and consulting services as needed.

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which vendor will be responsible. Vendor must confirm that if any functions, activities, responsibilities or services not specifically described in this RFP are necessary or appropriate for the proper performance and provisioning of the IT environment, they will be deemed to be implied by and included within the scope of services under this RFP and vendor's response to the same extent and in the same manner as if specifically described in this RFP and vendor's response.

## Submission Requirements

An original copy of proposals must be emailed or submitted via mail by the deadline to:

*NNEPRA*

*Catherine Kruglak, Grant Program & Compliance Manager*

*75 West Commercial Street, Suite #104*

*Portland, ME 04101*

*Email: catherine@nnepra.com*

In order to establish a uniform review process, all responses shall be a maximum of 10 pages and include the following:

1. Title Page: Include the RFQ title (26-IT Services-001), the name, address and telephone number of the firm, name/title of primary contact person, and submission date.
2. Table of Contents: Clearly identify the material by section and by page number.
3. Letter of Transmittal: (limit to one or two pages)
  - i. Briefly state your understanding of the work to be performed, a positive commitment to preform the work and ability to meet defined objectives.
  - ii. Provide the name of the person who will be authorized to make representation for the response, their title, address, and telephone number.
4. Proposer's Profile and Summary of Qualifications:
  - i. Provide an overview of the firm and experience. Please include age and gross annual receipts of your company as well as race and gender of the firms majority owner. Also state if your firm is a registered Disadvantaged Business Enterprise (DBE).
  - ii. Identify one person who will serve as the point of contact as well as technical biographies, including lists of certifications for team members that will be involved with NNEPRA.
  - iii. Provide two references that we can contact to learn more about your firm.
5. Approach and Response Time
  - i. Detailed approach for the implementation and operation of the services outlined in the RFP and the portfolio of services offered.
  - ii. Specific response time frames for providing services to NNEPRA.
6. Cost Proposal:
  - i. Provide a detailed cost proposal including a project-based proposal for the initial evaluation of NNEPRA's current IT solutions, a monthly inclusive fee for ongoing maintenance and support and a per hour charge for extraordinary tasks.

7. Signed Certifications (not included in Page Limit):
  - i. Submit and agree to comply with the standards in Attachment A: FTA Grant Compliance Requirements.
8. Other Proposal Requirements (not included in Page Limit):
  - i. Proof of insurance coverages including:
    - a. Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate,
    - b. Workers' Compensation Insurance in amounts required by applicable Law
    - c. Employer's Liability Insurance in the minimum amount of \$500,000 each accident/each employee
    - d. Errors and Omissions/Professional Liability ("E&O") with limits no less than \$2,000,000 per occurrence and \$2,000,000 aggregate; and.
    - e. Umbrella/Excess Liability Insurance providing excess liability coverage at the minimum amount of \$2,000,000 per occurrence, to supplement the primary coverage limits for Service Provider's other required insurance coverages
    - f. A current Certificate of Insurance must be on file with NNEPRA before any work can commence.
  - ii. Proposals shall be valid for 30 days from the date of submission and are not subject to withdrawal.
  - iii. Any other information you believe NNEPRA should consider in evaluating your submission against the stated selection criteria.

### **Selection Criteria**

Proposals will be evaluated based on the following criteria:

1. Service fees and expenses **(30 points)**
  - i. Provide a detailed cost proposal for the initial evaluation development and implementation of a new IT infrastructure/system
  - ii. Provide a detailed cost proposal, as a monthly inclusive fee and per hour charge for extraordinary tasks, for ongoing support and maintenance of the system.
2. Response time **(25 points)**
  - i. Describe specific time frames for providing services to NNEPRA.
3. Technical Expertise / Qualifications of personnel **(25 Points)**
  - i. Provide technical biographies, including lists of certifications for team members that will be involved with NNEPRA.
  - ii. The bidder's capacity and resources to perform and provide the services described in the RFP.

- i. Provide two references for which your company has provided IT services during the past two years.
4. Completeness of Proposal **(10 point)**
  - iii. Quality of Proposal
  - iv. Comprehensive, organized proposal that addresses all areas of the RFQ
  - v. Includes required signatures and signed certifications
5. Plan, methodology, approach and strategy **(10 points)**
  - i. The bidder's approach for the implementation and operation of the services outlined in the RFP and the portfolio of services offered.

### **Interviews**

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

### **RFP Exhibits**

Exhibit A      Federal Grant Compliance Requirements (FTA Clauses)

### **General**

1. NNEPRA reserves the right to waive formalities, to accept any proposal, or to reject any and all proposals for any reason.
2. This solicitation and any resulting contract are subject to and will incorporate the Master Service Agreement attached hereto as Exhibit B.
3. It is the responsibility of each Respondent to clarify any requirements of this RFP that are not understood. All inquiries pertaining to this RFP must be submitted as directed in the Selection Timeline above.
4. 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.

## **Attachment A: Federal Grant Compliance Requirements**

Contractor/Vendor 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/2025-04/FTA-Master-Agreement-v33-04-25-2025.pdf>

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

### **ACCESS TO RECORDS AND REPORTS.**

**1. Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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

**3. Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

**4. Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### **CHANGES TO FEDERAL REQUIREMENTS.**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

### **CIVIL RIGHTS LAWS AND REGULATIONS.**



The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C. 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

#### **Civil Rights and Equal Opportunity**

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

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

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

**3. 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.

**4. 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.

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

#### **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.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE).**

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

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

appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
  - (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Authority makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Authority's written consent; and that, unless the Authority's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

**ENERGY CONSERVATION.**

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

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**

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 AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**

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

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

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

**NOTICE TO FTA OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS.**

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

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

**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 Authority 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.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain covered telecommunications equipment or services;
  - 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (2) 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);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
  - (4) 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;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and 200.471.

**PROMPT PAYMENT.**

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

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

**SAFE OPERATION OF MOTOR VEHICLES.**

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles,

company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Authority.

**Distracted Driving**

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

**TERMINATION.**

**Termination for Convenience**

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

**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 effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the 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 Authority'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 Authority setting forth the nature of said breach or default, 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 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 Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Authority shall not limit Authority’s remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**Termination for Convenience**

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

**Termination for Default**

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

**SEVERABILITY.**

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

**TRAFFICKING IN PERSONS.**

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

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.



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 \_\_\_\_\_