



Planning Program Analyst

Request for Proposals #26-Planning Program Analyst-002

Proposals Due: December 3, 2025 3:00 PM EST

Northern New England Passenger Rail Authority

75 West Commercial Street, Suite 104

Portland, ME 04101

Phone: 207-780-1000

Fax: 207-780-1001

www.nnepra.com

REQUEST FOR PROPOSALS

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.

NNEPRA was formed by the Maine Legislature in June 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).

The purpose of this RFP is to identify and retain the professional services of a Planning and Program Analyst (PPA). The PPA will assist NNEPRA in the direction and management of service planning and development activities along the Downeaster Corridor to support current and future transportation, land use, economic development, travel demand, and public policy needs. The PPA will coordinate assigned activities with staff and outside agencies, support strategic planning projects for the organization, and perform related duties as assigned. This PPA services contract will begin on January 1, 2026, and end on December 31, 2026 and 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.

For more information about NNEPRA, please visit our website at www.nnepra.com.

NNEPRA requires a written proposal, that addresses the points detailed in this RFP, 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 3:00 PM EST December 3, 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
November 6, 2025	Advertisement of RFP
November 14, 2025 1:00PM EST	Deadline for companies to submit written questions to NNEPRA
November 20, 2025	NNEPRA issues written responses to questions on www.nnepra.com
December 3, 2025 3:00PM EST	Responses to RFP due. Late submission will not be accepted and will be returned unopened
December 10-11, 2025	Interviews (if necessary)
December 15, 2025	NNEPRA makes award

Scope of Services

- Ability to work in-person with NNEPRA staff on site at NNEPRA's Portland, Maine office, at a minimum of one day per week.
- Oversee and lead the ongoing Downeaster Corridor Service Development Planning process to include contractor management, needs and alternatives analyses, operations evaluations, capital improvement planning, stakeholder coordination and public outreach/engagement activities.
- Work with NNEPRA leadership to progress capital and planning projects supported by the NNEPRA Board of Directors, such as the relocation of Portland station, addition of Falmouth station, improvement of multi-modal connectivity and last-mile connections, reduction in travel time, increase frequency of service, transition to new Downeaster train equipment, coordination and navigation of regional projects that impact the Downeaster service, and other projects as identified.
- Collaborate with station communities to identify and support economic development and investment activities and assure alignment and integration with Downeaster development efforts.
- Collaborate with transportation partners to identify and support service planning and investment activities to assure alignment and integration with Downeaster development efforts.
- Work with local governments, community groups, and members of the public to align transportation investment plans with town/city planning, economic development, and land use/zoning.
- Find creative solutions to work collaboratively with stakeholders and facilitate problem resolution.
- Travel to meetings, conferences and other engagements on NNEPRA's behalf as needed (advance notice will be provided) and represent NNEPRA in a

professional and engaging manner while interacting with partner organizations, transit agencies, government agencies, etc.

- Perform technical analyses and interpret data.
- Monitor and recommend funding opportunities and, support grant writing.
- Remain current and engaged in the national passenger rail political landscape and state/local transportation issues, including SAIPRC, SPRC, and CORT.
- Perform ad-hoc projects and activities to support organizational goals.

Submission Requirements

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

NNEPRA

Catherine Kruglak, Grant Program and Compliance Manager

75 West Commercial Street, Suite #104

Portland, ME 04101

Email: catherine@nnepa.com

To establish a uniform review process, all responses shall be a maximum of 20 pages (no font type or size restrictions) and include the following:

1. Title Page (not included in page count): Include the RFP title (#26-Planning Program Analyst-002), the name, address and telephone number of the company, 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 two pages)
 - i. Provide a brief introduction of the company.
 - ii. Summarize experience/qualifications in the areas outlined in the scope of services.
 - iii. Provide the name of the person who will be authorized to make representation for the response, their title, address, and telephone number.
4. Resume:
 - i. Include a resume or bio with the ability to support the following qualifications:
 - i. Minimum Bachelor's Degree in public planning, business, public administration or a closely related discipline.
 - ii. Minimum 10 years of experience in passenger rail planning with a strong understanding of trends and practices in transportation, economic development, and environmental policies.
 - iii. Proven experience with the development and implementation of transportation-related strategic service plans.

- iv. Experience in railroad and rail facility design criteria and guidelines.
- v. Substantive, demonstrated experience/knowledge in public sector administration, compliance and management.
- vi. Proven ability to effectively interface with individuals at various levels within and outside the organization including local governments, community groups and members of the public.
- vii. Excellent quantitative and qualitative analytical skills, detail orientation, and mastery of Microsoft program suite including Word, Excel and PowerPoint.
- viii. Strong oral and writing skills and ability to work cooperatively and communicate effectively.

5. Clients:

- i. Provide a case study or example of similar work performed for other entities, particularly in the transportation, quasi-governmental and/or public sector.
- ii. Include contact information for two references for whom the Analyst has provided similar services.
- iii. Disclose any potential conflict of interest.

6. Billing and Fee Structure:

- i. Detail the proposed billing arrangement to provide the scope of services. NNEPRA is open to receiving alternative proposals other than traditional hourly fees for service.

7. Signed Certifications:

- i. Submit and agree to comply with the standards in Attachment A: FTA Grant Compliance Requirements.
- ii. The submission must include a copy of its company Certificate of Insurance for Professional Liability (errors and omissions).

8. Other Proposal Requirements:

- i. Proposals shall be valid for 30 days from the date of submission and are not subject to withdrawal.
- ii. 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. **Completeness of Proposal (10 points)**
 - i. Quality of proposal
 - ii. Comprehensive, organized proposal that addresses all areas of the RFP
 - iii. Includes required signatures / signed certifications
2. **Qualifications, Experience, and Availability of personnel assigned (70 points)**
 - i. Demonstrated expertise and experience in relevant areas
 - ii. Technical qualifications, skills, and experience
 - iii. Client references and testimonials
3. **Billing and Fee Structure (20 points)**
 - i. Cost-effectiveness and transparency of the fee structure

Interviews

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

Questions regarding this proposal for legal services must be made in writing and submitted to the address below by 1:00 PM EST November 14, 2025:

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

Or via e-mail: catherine@nnepra.com

Please include “#26-Planning Program Analyst-002” 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 November 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.

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

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

Attachment A: FTA Grant Compliance Requirements

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

<https://www.transit.dot.gov/sites/fta.dot.gov/files/2025-04/FTA-Master-Agreement-v33-04-25-2025.pdf>

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

No Government Obligation to Third Parties. Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts. 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.

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. If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must notify the Authority. The Authority must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region 1. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

Access to Records and Reports.

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

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

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

Civil Rights and Equal Opportunity. The Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49

U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

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

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

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

Equal Employment Opportunity Requirements for Construction Activities. Contractor agrees to comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42

U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

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

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

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

Disadvantaged Business Enterprise. The Authority has adopted a Disadvantaged Business Enterprise in accordance with Federal Regulations issued by U.S. DOT (49 C.F.R. Part 26). This Policy provides that Disadvantaged Business Enterprises (“DBEs”) will be afforded every practicable opportunity to participate in the performance of contracts related to the Authority’s construction, procurement and professional service activities. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carryout these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b)

Prompt Payment. 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.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or 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 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). 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). Telecommunications or video surveillance services provided by such entities or using such equipment. 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.

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.

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.

Termination Provisions.

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

Termination for Default (Breach or Cause). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Authority may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Authority, after setting up a new delivery of performance

schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure. The Authority, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to NNEPRA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from the Authority setting forth the nature of said breach or default, the Authority shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that the Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Authority shall not limit the Authority's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

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

Termination for Convenience (Professional or Transit Service Contracts). 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 (Supplies and Service). 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.

Suspension and Debarment. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to

Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Authority. If it is later determined by the Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Lobbying. Contractor agrees that it will not use Federal assistance funds received from the Authority to support lobbying or to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, a member of a State legislature, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award used for the Project (“Lobbying”), and it will comply with applicable requirements of U.S. DOT regulations “New Restrictions on Lobbying,” 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352. Prior to execution of this Agreement Contractor has provided, and hereafter upon notice from the Authority’s Contractor will provide, to the Authority (i) a certification that Contractor has not used Federal assistance funds for Lobbying and (ii) if applicable, Contractor’s statement disclosing any Lobbying that it has undertaken with funds other than Federal appropriated funds. Contractor shall include the requirements of this paragraph in any third-party agreement with a Contractor or any subrecipient and require such Contractors or subrecipients to extend applicable requirements to all Subcontractors at any tier

in connection with the Project. Contractor agrees to maintain a file with all such certifications as part of the records required to be maintained.

Clean Air and Clean Water. The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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 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.

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 (Title): _____

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 21, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Company/Organization: _____

Address: _____

City: _____

State: _____ Zip Code: _____

(Signature of Authorized Official)

(Title of Authorized Official)

(Date)