



Accounting and Auditing Services

Request for Proposals #27-AccountingAuditingServices-001

Proposals Due: July 27, 2026 at 3:00 PM 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

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 Accounting and Audit firm to work directly with NNEPRA's Senior Accountant. NNEPRA is seeking assistance to evaluate financial practices, provide strategic accounting support, streamline operations and ensure compliance with federal, state and local requirements as well as Federal Transit Administration (FTA) and Federal Railroad Administration (FRA). This Accounting and Audit services contract will begin October 1, 2026, and end on September 30, 2027, 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 by 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.

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 July 27, 2026, at 3:00 PM Eastern Time.** Proposals received later than the deadline will be rejected.

Selection Timeline

Please note that the dates may be adjusted in order to comply with all procedural requirements associated with the contracting process. The actual contract start date will be established by a completed and approved contract. Please see below for important dates and deadlines for the selection process:

Date	Phase
June 29, 2026	Release of RFP
July 13, 2026 5:00PM EST	Deadline for proposers to submit written questions to NNEPRA
July 17, 2026	NNEPRA issues written responses to questions on www.nnepra.com
July 27, 2026, 3:00PM EST	Responses to RFP due. Late submission will not be accepted and will be returned unopened
August 10 – August 14, 2026	Interviews (if necessary)
September 1, 2026	NNEPRA awards contract

Questions regarding this proposal for Accounting and Auditing services must be made in writing and submitted to the address below by 5:00 PM EST July 13, 2026:

Belle Askinasi, Office Administrator
75 West Commercial Street, Suite #104
Portland, ME 04101
Or via e-mail: belle@nnepra.com

Please include “27-AccountingAuditingServices-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 July 17, 2026. **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 Accounting and Auditing firm will provide a comprehensive range of services to NNEPRA that includes, but is not limited to, the following areas:

- I. **Bookkeeping Services**
 - a. *Review the general ledger structure and accounting software, Sage50, to ensure they support the organization’s regulatory and financial reporting requirements.*
 - b. *Review internal controls to ensure they support appropriate safeguarding of the organization’s assets.*

- c. *Review account reconciliations quarterly and provide assistance with monthly reconciliations as needed.*
- II. **Audit**
 - a. *Assist with preparation of year-end schedules, reports, and audit support documentation.*
 - b. *Provide support throughout the audit process, including preparation of auditor-requested schedules.*
 - c. *Assist the Senior Accountant with reviewing and updating policies and procedures related to audit preparation and compliance.*
- III. **Support**
 - a. *Provide technical support to Senior Accountant throughout the year as needed with current accounting software, Sage50, functions as it applies to our organization.*
 - b. *Provide assistance with the evaluation, selection, and implementation of a new accounting system, including guidance on system functionality, data migration considerations, and process improvements related to the transition.*
 - c. *Provide assistance, guidance, and recommendations to improve internal controls and ensure accounting practices remain consistent with GAAP standards and best practices.*
 - d. *Provide assistance with researching, resolving, and documenting accounting discrepancies, non-routine transactions, and other financial irregularities as needed.*

Submission Requirements

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

NNEPRA
Belle Askinasi, Office Administrator
75 West Commercial Street, Suite #104
Portland, ME 04101
Email: belle@nnepra.com

In order to establish a uniform review process, all Proposals shall be a maximum of 20 pages, excluding the Title Page, and include the following:

- I. **Title Page:** show the Request for Proposal Subject, the name of the proposer's firm, address, telephone number, name of contact person, and date.
- II. **Table of Contents:** include a clear identification of the material by section and by page number.
- III. **Letter of Transmittal:** (limit to maximum two pages)
 - a. Briefly state the proposer's understanding of the work to be performed and make a positive commitment to perform the work and meet the above scope of work.
 - b. Give the names of the persons who will be authorized to make representations for the proposal, their titles, addresses, and telephone numbers.
- IV. **Proposer's Profile and Summary of Qualifications:**
 - a. Provide an overview of the firm and experience. Please include age and gross annual receipts of your company. Also state if your firm is a registered Disadvantaged Business Enterprise (DBE) in the State of Maine.

- b. Identify the partners, managers, key staff, and supervisors who will work on the account, including staff from other than the local office. Resumes and the availability of each person to be assigned to the account shall be included as an appendix.
 - c. Demonstrate relevant experience, particularly in government/public sector accounting and audit preparation. Please list all related accounts.
 - d. List any services that would not be done in-house and would have to be subcontracted to other professionals or freelancers.
 - e. Provide three references we can contact to learn more about your firm.
 - f. Describe any significant client losses and the general reason.
 - g. Disclose any potential conflicts of interest.
- V. **Signed Certifications:** Certifications from Attachment A must be executed and submitted with bidder's proposal.
- VI. **Cost Proposal:** Provide a cost estimate for the initial contract period and renewal period. List rates for all available services (in-house and subcontracted), plus hourly fee schedule for all staff that might be assigned to the account.
- VII. **Other Proposal Requirements:**
- a. Proof of insurance. A current Certificate of Insurance must be on file with NNEPRA before any work can commence.
 - b. Proposals shall be valid for 90 days (not subject to withdrawal) from the date of submission.
 - c. Any other information you believe NNEPRA should consider in evaluating your submission against the stated selection criteria.

Evaluation of Proposals

Proposals received from contractors determined to be responsive will be evaluated by members of an evaluation committee in accordance with the criteria below. Evaluation of the proposals received will be scored by their relative importance:

- I. **Completeness of Proposal (10 points)**
 - a. Quality of proposal.
 - b. Comprehensive, organized, addresses all RFP requirements and includes required signatures/ signed certifications.
- II. **Qualifications and Experience (25 points)**
 - a. Relevant professional experience in bookkeeping, financial reporting, audit, and support experience.
 - b. Understanding of NNEPRA's needs/objectives as outlined.
- III. **Qualifications/availability of the personnel to be assigned (30 points)**
 - a. Relevant experience, technical qualifications, skills and qualified key personnel assigned to the project.
 - b. Possess full service, in-house capabilities for booking, financial reporting, audit, and support services.
- IV. **Cost of proposal (35 points)**
 - a. Both the overall cost and the cost per person hour may be considered in this category.

Interviews

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

RFP Exhibits

Exhibit A Federal Grant Compliance Requirements (FTA Clauses)

General

- I. NNEPRA reserves the right to waive formalities, to accept any proposal, or to reject any and all proposals for any reason.
- II. 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.
- III. 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.
- IV. NNEPRA has a dispute and protest policy. Contact NNEPRA for more information.

Federal Grant Compliance Requirements

Contractor/Vendor (Contractor) further agrees with the Northern New England Passenger Rail Authority (referred to in this Addendum A as the "Authority") to comply with the following, to the extent applicable to Contractor. The parties agree that this document is not intended to enlarge or increase the applicability of any federal requirements to Contractor 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/2025-11/FTA-Master-Agreement-v34-2025-11-26.pdf>

(the "Master Agreement") by virtue of Contractor participation in the Project.

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.

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, leases, subcontracts, arrangements, other third-party Contracts 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. § 200.334. 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 thereto.

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.

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

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, Nondiscrimination, and Equal Opportunity.

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 52 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), 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, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits 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 Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency 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. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). 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. **Federal Law and Public Policy Requirements.** 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.

Americans with Disabilities Act of 1990 (ADA) Access. Contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

Disadvantaged Business Enterprise. 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 14 Jan 26 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 Agency 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).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency'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).

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.

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.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The

Authority is 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 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).

(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.

Federal Tax Liability and Recent Felony Convictions

1) Contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

2) Flow-Down. Contractor agrees to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

Domestic Preferences for Procurements.

(a) The Authority, to the greatest extent practicable and consistent with law, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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.

Severability. 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. Contractor agrees that it and its employees that participate in the Authority's Award, may not:

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

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.

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.

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.

Debarment and Suspension. 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.

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 Authority;
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) _____