



**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
April 29, 2013

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with RLS & Associates, Inc. (Vendor # 248064), Dayton, Ohio, for an amount not to exceed \$475,557 for the development, management and implementation of the NH Rural Transit Assistance Program (NHRTAP), for the period July 1, 2013 through June 30, 2014 with the option of two one year renewals, to be effective upon Governor and Council approval. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds.

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>
04-96-96-964010-2916			
Public Transportation			
072-500575 Grants to Non-Profits-Federal	\$164,708	\$159,151	\$151,698

EXPLANATION

The Department has available Federal Transit Administration (FTA) Section 5311 Rural Transit Assistance Program (RTAP) funding that is apportioned to each state for technical assistance, training, research, and support services for rural public transit. The Department's NHRTAP program provides technical assistance, research and training for rural transit and specialized transit providers in New Hampshire. The requested funding has been made available for the development, management and implementation of a revised NHRTAP program.

The Department awarded a contract to RLS & Associates, Inc. for the overall management of the NHRTAP as outlined in Tasks I-VII of the contract agreement, for a period of three (3) years with yearly options for years 4 and 5. Tasks I-VII of the contract agreement include planning and preparing the annual work program; supporting and assisting NHDOT with FTA grant submissions as required; developing training materials; promoting and delivering training courses; conducting outreach and coordination with other organizations involved in rural public transportation in NH; convening quarterly RTAP Advisory Council meetings; facilitating special events as needed (workshops, annual Tri-State Transit Conference, NTI trainings, etc.); monitoring the success of the NHRTAP through user input and feedback, maintaining the NHRTAP website, providing a contact telephone number for remote assistance; distributing resource materials (including National RTAP materials); collecting and maintaining available information resources on relevant rural public transit topics; developing timely information briefs and program updates (via website or email); creating, storing, and distributing relevant training materials; and provide a range of supplemental technical assistance initiatives based on approved task orders. The contract will begin upon Notice to Proceed following Governor and Council approval.

The Bureau of Rail & Transit issued a NHRTAP Program Management Intent to Apply notice on September 24, 2012 to seek interest from qualified firms. The Intent to Apply notice was widely distributed through advertisements published in APTA's Passenger Transport magazine (both printed on online) and the NH Union Leader. Additionally the notice was distributed to a list that included the NH Transit Association, NH public transit providers, NH Regional Planning Commissions and Metropolitan Planning Organizations, and other known interested parties or firms that manage other state RTAP programs. Respondents to the NHRTAP Intent to Apply notice included Applied Pavement Technology, Granite State Independent Living, Coordinated Transportation Solutions, TransAction Associates, RLS & Associates, Inc. and NH Traffic Safety Institute. Full Requests for Proposals were distributed to these respondents on November 6, 2012 and due by December 21, 2012. Three proposals were received by the due date from RLS & Associates, Coordinated Transportation Solutions, and TransAction Associates.

A NHRTAP Program Management evaluation committee that consisted of Shelley Winters (NHDOT Bureau Administrator of Rail & Transit and former NHRTAP Program Manager), Karen Jennison (NHDOT Transit Grants Coordinator and current NHRTAP Program Manager), and Van Chesnut (Chair of the NH Transit Association and Executive Director of Advance Transit) reviewed and scored the proposals on January 18, 2013. The proposals were scored based on the agency's proposed approach to program delivery, qualifications and experience of the firm, qualifications of the project staff, cost proposal and supplemental services. The proposals were ranked as follows:

- | | |
|---|--------------|
| 1. RLS & Associates | Score: 94.65 |
| 2. TransAction Associates | Score: 81.02 |
| 3. Coordinated Transportation Solutions | Score: 50.70 |

The evaluation committee's ranking and recommendation was to enter into contract negotiations with RLS & Associates, Inc. and was submitted to the Deputy Commissioner for approval on January 22, 2013. Upon approval of the Deputy Commissioner, a contract was awarded to RLS & Associates, Inc. and contract terms were negotiated.

Funding for this project includes \$475,557 of FTA Section 5311 Rural Transit Assistance Program funds (100% Federal).

In the event that Federal funds become unavailable, general funds will not be requested to support this program.

The Agreement has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available pending enactment of the Fiscal Year 2014, 2015 and 2016 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



Christopher D. Clement, Sr.
Commissioner

Attachments

NH Rural Transit Assistance Program RFP Evaluation

Reviewer 1: Van Chesnut, Chair NHTA, Executive Director Advance Transit

Reviewer 2: Karen Jennison, NHDOT Transit Grants Coordinator, NH RTAP Manager

Reviewer 3: Shelley Winters, NHDOT Public Transportation Administrator, Former NH RTAP Manager

Firm Name:

TransAction Associates

Criteria	Weight		Reviewer # 1	Reviewer # 2	Reviewer # 3	Total Points
1 The overall approach to the requirements of the program. The proposal should respond to specific requirements of the scope of services and clearly explain how these requirements will be accomplished. Attention will be given to the firm's understanding of the objectives of FTA RTAP program goals & requirements and the New Hampshire RTAP program and how those objectives will be met by their proposal.	35%	Score	80	85	75	
		Points	28.00	29.75	26.25	84.00
2 Organizational Capabilities and Experience of the Firm. NHDOT is also particularly interested in firms with the following characteristics: (1) Demonstrated track record for managing similar scale projects such as statewide or federally-funded projects of this magnitude, (2) Strong analytical skills, (3) Performance-based firm with an entrepreneurial approach to problem solving, and (4) Ability to revive or revamp a stagnant program	25%	Score	85	80	90	
		Points	21.25	20.00	22.50	63.75
3 The individual qualifications and work experiences of proposed project personnel, especially the Project Coordinator, will be reviewed and the firm must show that it will be able to assign employees with relevant skill sets and knowledge to the project, which include: knowledge of information dissemination techniques and training and technical assistance methods; organizational skills to coordinate diverse individuals and organizations benefiting from the program; knowledge of current Federal policy initiatives related to rural public transit; and familiarity with rural transit operational issues. Key staff should be identified by project area. Detail the subcontractors, if any, that would be used and what services they would perform.	10%	Score	80	85	80	
		Points	8.00	8.50	8.00	24.50
4 Cost Proposal—this will be based on a mathematical calculation, as noted below: Lowest Proposed Cost (constant number) X Maximum evaluation points given to cost = Score Other Proposer's Cost (varies per proposal being scored)	20%		93	93	93	
			18.60	18.60	18.60	55.80
5 Innovative or Supplemental Services: Additional services, tasks, programs, projects or items that were not included in the required Scope of Work, but that your firm proposes to provide. Submit budget for these tasks separately. If there is no additional cost, please indicate so, but ensure that you fully explain the innovative or supplemental services you propose to provide.	10%	Score	50	50	50	
		Points	5.00	5.00	5.00	15.00
			80.85	81.85	80.35	243.05

81.02

Firm Name:

CTS

Criteria	Weight		Reviewer # 1	Reviewer # 2	Reviewer # 3	Total Points
1 The overall approach to the requirements of the program. The proposal should respond to specific requirements of the scope of services and clearly explain how these requirements will be accomplished. Attention will be given to the firm's understanding of the objectives of FTA RTAP program goals & requirements and the New Hampshire RTAP program and how those objectives will be met by their proposal.	35%	Score	40	70	45	
		Points	14.00	24.50	15.75	54.25
2 Organizational Capabilities and Experience of the Firm. NHDOT is also particularly interested in firms with the following characteristics: (1) Demonstrated track record for managing similar scale projects such as statewide or federally-funded projects of this magnitude, (2) Strong analytical skills, (3) Performance-based firm with an entrepreneurial approach to problem solving, and (4) Ability to revive or revamp a stagnant program	25%	Score	50	50	45	
		Points	12.50	12.50	11.25	36.25
3 The individual qualifications and work experiences of proposed project personnel, especially the Project Coordinator, will be reviewed and the firm must show that it will be able to assign employees with relevant skill sets and knowledge to the project, which include: knowledge of information dissemination techniques and training and technical assistance methods; organizational skills to coordinate diverse individuals and organizations benefiting from the program; knowledge of current Federal policy initiatives related to rural public transit; and familiarity with rural transit operational issues. Key staff should be identified by project area. Detail the subcontractors, if any, that would be used and what services they would perform.	10%	Score	60	75	60	
		Points	6.00	7.50	6.00	19.50
4 Cost Proposal—this will be based on a mathematical calculation, as noted below: Lowest Proposed Cost (constant number) X Maximum evaluation points given to cost = Score Other Proposer's Cost (varies per proposal being scored)	20%		51	51	51	
			10.20	10.20	10.20	30.60
5 Innovative or Supplemental Services: Additional services, tasks, programs, projects or items that were not included in the required Scope of Work, but that your firm proposes to provide. Submit budget for these tasks separately. If there is no additional cost, please indicate so, but ensure that you fully explain the innovative or supplemental services you propose to provide.	10%	Score	40	40	35	
		Points	4.00	4.00	3.50	11.50
			46.70	58.70	46.70	152.10

50.70

NH Rural Transit Assistance Program RFP Evaluation

Reviewer 1: Van Chesnut, Chair NHTA, Executive Director Advance Transit

Reviewer 2: Karen Jennison, NHDOT Transit Grants Coordinator, NH RTAP Manager

Reviewer 3: Shelley Winters, NHDOT Public Transportation Administrator, Former NH RTAP Manager

Firm Name:

RLS

Criteria	Weight		Reviewer #	Reviewer #	Reviewer #	Total Points
			1	2	3	
1 The overall approach to the requirements of the program. The proposal should respond to specific requirements of the scope of services and clearly explain how these requirements will be accomplished. Attention will be given to the firm's understanding of the objectives of FTA RTAP program goals & requirements and the New Hampshire RTAP program and how those objectives will be met by their proposal.	35%	Score	95	90	95	
		Points	33.25	31.50	33.25	98.00
2 Organizational Capabilities and Experience of the Firm. NHDOT is also particularly interested in firms with the following characteristics: (1) Demonstrated track record for managing similar scale projects such as statewide or federally-funded projects of this magnitude, (2) Strong analytical skills, (3) Performance-based firm with an entrepreneurial approach to problem solving, and (4) Ability to revive or revamp a stagnant program	25%	Score	100	92	95	
		Points	25.00	23.00	23.75	71.75
3 The individual qualifications and work experiences of proposed project personnel, especially the Project Coordinator, will be reviewed and the firm must show that it will be able to assign employees with relevant skill sets and knowledge to the project, which include: knowledge of information dissemination techniques and training and technical assistance methods; organizational skills to coordinate diverse individuals and organizations benefiting from the program; knowledge of current Federal policy initiatives related to rural public transit; and familiarity with rural transit operational issues. Key staff should be identified by project area. Detail the subcontractors, if any, that would be used and what services they would perform.	10%	Score	95	92	95	
		Points	9.50	9.20	9.50	28.20
4 Cost Proposal—this will be based on a mathematical calculation, as noted below: Lowest Proposed Cost (constant number) X Maximum evaluation points given to cost = Score Other Proposer's Cost (varies per proposal being scored)	20%		100	100	100	
			20.00	20.00	20.00	60.00
5 Innovative or Supplemental Services: Additional services, tasks, programs, projects or items that were not included in the required Scope of Work, but that your firm proposes to provide. Submit budget for these tasks separately. If there is no additional cost, please indicate so, but ensure that you fully explain the innovative or supplemental services you propose to provide.	10%	Score	80	85	95	
		Points	8.00	8.50	9.50	26.00
			95.75	92.20	96.00	283.95
						94.65

Subject:

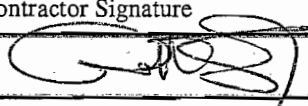
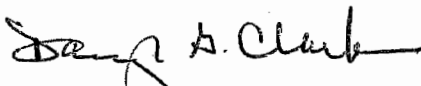
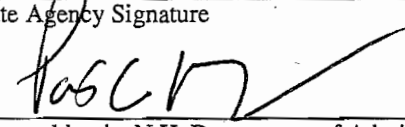
RLS & Associates, Inc. (NH Rural Transit Assistance Program)

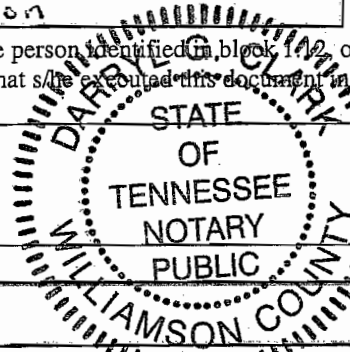
FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Drive, Concord NH 03302-0483	
1.3 Contractor Name RLS & Associates, Inc.		1.4 Contractor Address 3131 South Dixie Hwy., Suite 545, Dayton OH 45439	
1.5 Contractor Phone Number 937-299-5007	1.6 Account Number 04-96-96-964010-2916-072-5	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$475,557.00
1.9 Contracting Officer for State Agency Patrick C. Herlihy, Director of Aeronautics, Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robbie Savles, President	
1.13 Acknowledgement: State of <u>TN</u> , County of <u>Davidson</u> On <u>4/25/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Darryl G. Clark			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Patrick C. Herlihy, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/6/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBITS TO CONTRACT

EXHIBIT A SCOPE OF SERVICES

EXHIBIT B BUDGET

EXHIBIT C SPECIAL PROVISIONS

EXHIBIT D TASKS I – VII

EXHIBIT E RLS & ASSOCIATES RFP COST PROPOSAL

CERTIFICATE OF GOOD STANDING

CERTIFICATE OF CORPORATE VOTE

CERTIFICATE OF INSURANCE

REQUIRED FEDERAL CLAUSES

EXHIBIT A

SCOPE OF WORK

- A.1 The Contractor, RLS and Associates, Inc., will be responsible for developing and implementing the New Hampshire Rural Transit Assistance Program (RTAP) for a period of three (3) years with a yearly renewal option for years 4 and 5. The New Hampshire RTAP program provides technical assistance, research and training for rural transit and specialized transportation providers in New Hampshire.
- The Contractor is responsible for the overall management of NH RTAP as outlined in Tasks I through VII, Exhibit D, which includes: planning and preparing an annual work program; supporting and assisting NHDOT with Federal Transit Administration (FTA) grant submissions as required; develop training materials; promote and deliver training courses; conduct outreach and coordination with other organizations involved in rural public transportation in NH; convene quarterly RTAP Advisory Council meetings; facilitate special events (workshops, annual Tri-State Transit Conference, NTI trainings, etc); assist the NHDOT with certain special projects relating to the design, implementation or administration of FTA programs, and monitor the success of NH RTAP through user input and feedback.
 - The Contractor is responsible for maintaining the NH RTAP website, providing a contact telephone number for remote assistance; distributing resource materials (including National RTAP materials); collecting and maintaining available information resources on relevant rural public transit topics; developing timely information briefs and program updates (via website or email); and creating, storing, and distributing relevant training materials.
 - The Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work outlined in Tasks I-VII. NHDOT will provide training equipment as referenced in the RFP documents (e.g., laptops, projectors, securement device training platforms) for use by the Contractor in its conduct of the NHDOT RTAP training outlined herein. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract.
- A.2 The project will begin upon Notice to Proceed following Governor and Council approval, and will have a completion date of June 30, 2016 unless terminated sooner as hereinafter provided. If the Contractor shall have satisfactorily performed its obligations under this agreement during the initial term hereof and has substantially complied with the terms of this agreement, then the NHDOT and Contractor shall have the option to renew the contract under the terms and conditions of this agreement for two additional one-year periods. The Contractor shall notify the State at least 90 days before the expiration of the original term if it intends to exercise this option.

EXHIBIT B

BUDGET

- B.1 The Contract price, as defined in Section 1.8 of the General Provisions, is the Federal Transit Administration (FTA) Section 5311 RTAP portion of the eligible project costs for training, technical assistance, scholarships and related support services. Federal funds are granted as follows:

Tasks	SEY 2014	SEY 2015	SEY 2016	3 Year Total
Task I: Project Planning & Coordination	\$7,141	\$7,355	\$7,576	\$22,072
Task II: Development & Promotion of Training Program	\$42,340	\$43,610	\$44,919	\$130,869
Task III: Special Events	\$10,569	\$10,886	\$11,213	\$32,668
Task IV: Administration of Scholarship program	\$12,933	\$13,321	\$13,721	\$39,975
Task V: NH RTAP Information Center	\$4,405	\$4,537	\$4,673	\$13,615
Task VI: Financial Management, Project Management, Administration	\$11,310	\$11,649	\$11,999	\$34,958
Subtotal	\$88,698	\$91,358	\$94,101	\$274,157
Scholarship Program (Pass-through, as needed)	\$30,000	\$30,000	\$30,000	\$90,000
Task VII: Optional Technical Services/Supplemental Services (as requested by NHDOT)	\$46,010	\$37,793	\$27,597	\$111,400
TOTAL FEDERAL AMOUNT	\$164,708	\$159,151	\$151,698	\$475,557

Funds are contingent upon Federal and State appropriations.

- B.2 Scholarship programs funds (\$30,000 per fiscal year) are passed through to the Contractor and paid to the transit agencies for approved scholarship reimbursement. The Contractor shall not request or retain any scholarship funds that are not passed through to transit agencies.
- B.3 Task VII: Technical Assistance and Supplemental Services includes funding for *optional* special projects and tasks that will be exercised at the sole discretion of NHDOT. Funds included in Task VII may not be fully exercised and therefore are not part of the guaranteed contract amount to be paid to the Contractor. Optional Technical Assistance and Supplemental Services will be projects relating to the design, implementation, administration, and compliance of FTA programs, especially the FTA Section 5311 Nonurbanized Area Formula Program.
- B.4 Fourteen days prior to the submission of the Contractor's first request for FTA Section 5311 RTAP reimbursement, the Contractor shall submit to the State, a budget incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the State, and are limited to the six-month interval and year-end of the contract. Unexpended funds from completed state fiscal years may be made available in subsequent contract years at the discretion of NHDOT and under the terms and conditions of this contract agreement.

EXHIBIT C

SPECIAL PROVISIONS

The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$1,000,000 per occurrence, \$2,000,000 General Aggregate for RLS & Associates, Inc. in fulfillment of the requirements of Section 14.1.1 General Liability Insurance of the P-37 form.

New Hampshire Rural Transit Assistance Program (RTAP)

EXHIBIT D

Tasks I - VII

Task I: Project Planning & Coordination

- Develop the annual program (work plan) and corresponding budget based on recommendations and input by the RTAP Advisory Committee for approval by the NHDOT
- Submit quarterly progress reports to NHDOT
- Schedule and hold, at a minimum, quarterly NHRTAP Advisory Committee meetings

Task II: Development & Promotion of Training Program

- Prepare and conduct surveys of NHRTAP-eligible agencies to assess annual training needs
- Update the current NHRTAP training materials for compliance with state and federal guidelines and improved effectiveness, or develop new training materials that meet requirements for the following courses: 8-hour Passenger Assistance Training, 4-hour Passenger Assistance Refresher, 4-hour Emergency Evacuation Procedures Training
- Recommend and develop additional training modules, add-ons or stand-alone courses
- Develop a training calendar to include statewide training coverage and trainings in Defensive Driving, Passenger Assistance Training, Passenger Assistance Training Refresher, and Emergency Evacuation.
 - Minimum trainings offered:
 - Three (3) 8-hour Passenger Assistance Trainings per quarter
 - Three (3) 4-hour Emergency Evacuation Procedures per quarter
 - Three (3) 4-hour Passenger Assistance Training Refreshers per quarter
 - Twelve (12) publicly advertised Defensive Driving classes per quarter or Three (3) closed Defensive Driving for the Van or Transit Driver per quarter
 - Training sites must be statewide to provide geographic coverage and course availability for NHDOT subrecipients who are geographically dispersed.
- Publish or make available the training schedule for a minimum of three (3) months
- Identify other transit-related courses (e.g. NTI workshops) that would meet goals of NHRTAP and facilitate up to four (4) per year, subject to NHDOT approval.
- Register participants for training and technical assistance sessions (telephone and web-based)
- Schedule qualified instructors for training classes.
 - Unless otherwise proposed by contractor, to be considered a “qualified instructor” an instructor must teach at least two classes per year for the course in which they are “qualified.”
- Hold at least one mandatory RTAP instructor meeting per year
- Locate training sites, prepare training materials, and provide training equipment for Defensive Driving, Passenger Assistance, Passenger Assistance Refresher and Emergency Evacuation as needed.
 - Current materials include: student handbooks, evaluation forms, presentation material (PowerPoint)
- Track training attendance and report on participation by agency, region and course
 - Provide a monthly report on all training attended by agency, region and course
 - Prepare ad hoc reports for DOT staff as needed
- Issue certificate of completion to each participant for all RTAP training sessions and maintain a training database by project year

- Develop and train new instructors per RTAP Instructor Policy or another policy proposed by the contractor and approved by NHDOT.

Task III: Transit-related Special Events

- Facilitate special events (workshops, technical assistance events, etc) on an as-needed basis (as requested by NHDOT) up to four (4) times per year.
 - Plan and execute all aspects of the event including, but not limited to:
 - Registration (including publicizing & inviting attendees)
 - Secure host location, catering, instructors, facilitators, etc.
 - All allowable expenses shall be included as part of the approximate budget for the task (scope of services) and proposal should indicate whether these “special events” will be subcontracted or if in-house staff will be used.
 - Sample topics for “special events” have included: Cost Allocation, Drug & Alcohol plans, Title VI training, Marketing workshop
 - Make travel arrangements, as required.
 - Track separately and handle finances (receivables & payables)
 - Note: NHDOT is part of the annual Tri-State Transit Conference with Maine DOT and the Vermont Agency of Transportation. NHDOT is the host every three years and is scheduled to host in the fall of 2015.

Task IV: Scholarship Program

- Review scholarship policy and recommend and implement approved policy changes
- Review, process and track all NHRTAP Scholarship request forms (approximately 50 per year)
- Provide a monthly report on all approved Scholarship requests by agency
- Maintain records of expenses and balance
- Reimburse transit agencies for eligible expenses

Task V: NHRTAP Information Center

- Assist the Department in developing RTAP related policies and procedures (e.g. payment eligibility, scholarship eligibility, training requirements, etc.)
- Enhance and maintain the NHRTAP website (currently: www.nh.gov/dot/programs/nhrtap), or build a new standalone NHRTAP website with NHDOT approval, to facilitate information sharing and enhance the statewide program delivery that must, at a minimum, include:
 - Calendar of training and technical assistance
 - Registration for training and workshops
 - Calendar of Advisory Committee meetings
 - Meeting minutes and agendas
 - News and updates
 - Provide a point of contact for agencies and individuals seeking information pertaining to rural public transportation
- Store and maintain NHRTAP resources and inventory
 - Training materials (multi-media equipment, course materials, training aids, etc.)
- Prepare of an annual report on RTAP accomplishments and future recommendations
- Facilitate NHRTAP Advisory Committee meetings
 - Arrange, at a minimum, quarterly NHRTAP Advisory Committee meetings and record minutes
 - Provide minutes from NHRTAP Advisory Committee meetings and post on RTAP website

- Engage and recruit Advisory Committee members to provide a broad representation of program beneficiaries
- Create NHRTAP promotional materials for distribution to program beneficiaries
- Monitor rural transit-related legislation and regulations that apply to the delivery of RTAP-related products and trainings and preparing timely summaries for dissemination to NHDOT and rural transit operators
- Provide regular updates to the NH Transit Association (NHTA) via monthly meetings
 - In-person attendance or correspondence with NHTA liaison in advance of meeting

Task VI: Financial Management, Project Management and Administration

- Process, track and report on all RTAP related expenses (Training, Technical Support, Scholarships, Related Support Services)
- Make payments to vendors for eligible expenses
- Maintain financial records of expenditures in an electronic format in accordance with acceptable accounting procedures and federal guidelines
- Prepare quarterly and annual financial reports (format to be proposed by contractor and approved by NHDOT)
 - Provide a quarterly report of all expenditures. Provide an annual end of fiscal year financial report for all related expenses. Quarterly reports will be due October, January, April and July. Annual report due in July
- Submit other project reports and deliverables as described above in a timely fashion

Task VII: Technical Assistance/Supplemental Services

- Provide a range of technical assistance initiatives above and beyond what is outlined in Tasks I-VI.
 - During the contract period, the contractor shall assist the NHDOT with certain special projects relating to the design, implementation, administration, and compliance of FTA programs, especially the FTA Section 5311 Nonurbanized Area Formula Program.
 - The contract between the NH Department of Transportation (NHDOT) and the Contractor is a task-based contract for the purpose of performing a variety of technical assistance services through task orders. Task VII, Technical Assistance/Supplemental Services, provides for a range of technical assistance initiatives above and beyond what is outlined in Tasks I-VI. NHDOT may exercise options for additional technical assistance/supplemental services under Task VII throughout the contract period. The numbers of tasks ordered and work necessary to complete the technical assistance and supplemental services will be determined and identified by the NHDOT. The total amount to be paid to the Contractor will be based on the number of tasks requested and the complexity of each task with a contract ceiling of \$111,400 for the three-year contract period.
 - NHDOT will require the Contractor to develop and submit for formal approval an individual work plan for each specified supplemental task. Each task order is to be developed in coordination with the NHDOT using the following steps:
 1. Representatives of the NHDOT and Contractor will discuss the scope of an individual project including task objectives, level of effort required, and critical delivery dates and costs.
 2. Based upon the initial discussions, the Contractor will prepare a draft task order which describes the task purpose, methodology for task completion, schedule and deliverables, and roles and responsibilities of each party and estimated costs.

3. The Contractor will revise the draft task order to incorporate NHDOT's comments. NHDOT will review the Contractor's prepared task order and will negotiate the terms. The final task order will be submitted to NHDOT for execution.

4. The Contractor's activities on each order must be in conformance with the description in the approved task order. The amount of time to be spent on each task will vary. NHDOT will regularly monitor the Contractor's activities and maintain contact with the Contractor.

- NHDOT agrees to pay the Contractor, upon submission of invoices, compensation at an approved per hour rate and eligible direct expenses as designated in the Contractor's fully executed task order(s). All work performed must be authorized in writing in advance as part of a fully executed task order.

NHRTAP Cost Proposal

Consultant	Rate	Program Kick Off	Financial Mgt & Project Admin	Project Planning and Coordination	Development and Promotion of Classes (see Training Program, Budget)	Technical Assistance	Scholarship Administration	Information Center	Total	Total Cost Per Consultant
Sarles	\$106.86	0	0	24	0	0	0	12	0	36 \$ 3,846.96
Garity	\$67.69	0	0	0	0	0	0	0	0	16 \$ 1,083.04
Warner	\$29.00	0	0	0	6	0	0	0	8	22 \$ 638.00
Hazeltine	\$30.00	8	24	0	96	0	0	100	60	416 \$ 12,480.00
Amlet	\$60.56	0	0	0	0	0	0	0	0	4 \$ 242.24
Lawson	\$17.40	0	0	0	0	0	0	0	0	80 \$ 1,392.00
Klineade	\$18.11	0	0	0	0	0	0	0	0	12 \$ 217.32
Jennings	\$16.83	0	0	60	0	0	0	100	0	160 \$ 2,692.80
Total Labor Hours		8	108	102	72	0	0	212	68	746 \$ 22,592.36
Total Labor Cost	\$240.00		\$4,294.44	\$3,054.00	\$2,131.56	\$0.00	\$4,875.04	\$5,965.32	\$2,032.00	\$22,592.36
Overhead	\$233.02		\$4,169.47	\$2,965.13	\$2,069.53	\$0.00	\$4,733.18	\$5,791.73	\$1,972.87	\$21,934.92
Fully Loaded Cost	\$473.02		\$8,463.91	\$6,019.13	\$4,201.09	\$0.00	\$9,608.22	\$11,757.05	\$4,004.87	\$44,527.28

In State Training Budget for Consultant

Consultant	Rate	Passenger Assistance 8 hour	Emergency Evacuation 4 hour	Technical Assistance 4 hour	RTAP Instructor	Total	Total Cost Per Consultant
Sarles	\$106.86	0	0	0	0	0	0 \$
Garity	\$67.69	0	0	0	0	0	12 \$ 812.28
Warner	\$29.00	0	0	6	12	0	18 \$ 522.00
Hazeltine	\$30.00	48	24	24	16	0	128 \$ 3,840.00
Total Labor Hours		48	24	30	40	0	158 \$ 5,174.28
Total Labor Cost	\$1,440.00		\$720.00	\$894.00	\$1,640.28	\$0.00	\$5,174.28
Overhead	\$1,398.10		\$699.05	\$867.98	\$1,592.55	\$0.00	\$5,023.71
Fully Loaded Cost	\$2,838.10		\$1,419.05	\$1,761.98	\$3,232.83	\$0.00	\$10,197.99

In State Training Budget for Independent Contractors

Independent Consultant	Rate	Passenger Assistance 8 hour	Emergency Evacuation 4 hour	Technical Assistance 4 hour	Driving 6hr/AtHr	Total	Total Cost Per Consultant
Raymond	\$30.00	18	9	9	0	0	36 \$ 1,080.00
Sudak	\$30.00	18	9	9	0	0	36 \$ 1,080.00
Leavitt	\$30.00	18	9	9	0	0	36 \$ 1,080.00
NHTSI	\$35.00	0	0	0	125	0	125 \$ 4,375.00
S&H Council	\$0.00	0	0	0	175	0	175 \$ 5,250.00
Total Labor Hours		54	27	27	0	0	408 \$ 12,865.00
Total Labor Cost	\$3,141.90		\$1,570.95	\$1,570.95	\$0.00	\$0.00	\$12,865.00
Overhead	\$471.29		\$235.64	\$235.64	\$0.00	\$0.00	\$1,929.75
Fully Loaded Cost	\$3,613.19		\$1,806.59	\$1,806.59	\$0.00	\$0.00	\$14,794.75

Direct Expenses	Summary	Total
Airfare	Garity @ \$1.00 plus tax	\$680.00
Lodging	Garity Per Diem	\$92.34
Substance	Garity	\$31.00
Car Rental	Garity gas and Trainors @ .555	\$55.00
Mileage/Gas	As needed for trainors	\$3,960.00
Parking	Training Materials/brochures	\$150.00
Printing	RTAP office	\$2,500.00
Telephone	Training Room Rental	\$1,728.00
	Promotional Items	\$1,000.00
		\$2,000.00
		\$12,226.34

Annual Budget Increase 3% per year years 2 and 3

\$24,992.74

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RLS & Associates, Inc., a(n) Ohio corporation, is authorized to transact business in New Hampshire and qualified on April 26, 2013. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

RLS & ASSOCIATES, INC.

CERTIFICATE OF VOTE

I, Andrew K. Schultze, certify that I am Vice President of RLS & Associates, Inc.

I also hereby certify that the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on April 25, 2013 at the offices of RLS & Associates, Inc. whose headquarters are in Dayton, Ohio and at which a quorum of the Board was present and voting.

VOTED: That Robbie L. Sarles, as President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire, and its subdivisions, and RLS & Associates, Inc. relating to the corporation's services provided as part of the New Hampshire Rural Transit Assistance Program, and further authorizing said officer to execute any documents which may in her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of April 25, 2013.



Andrew K. Schultze
Vice President
RLS & Associates, Inc.

Subscribed and sworn before me this 25th day of April, 2013.



exp. 9/13/15





CERTIFICATE OF LIABILITY INSURANCE

OP ID: JG

DATE (MM/DD/YYYY)

04/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THOMAS & GRUSHON, BELLBROOK 22 E. FRANKLIN ST. BELLBROOK, OH 45305		Phone: 937-848-6181 Fax: 937-848-8289	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SARLRO1	FAX (A/C, No):
INSURED Robbie Sarles RLS & Assoc Inc 3131 S Dixie Hwy Suite 545 Dayton, OH 45439		INSURER(S) AFFORDING COVERAGE INSURER A: Grange Mutual Companies INSURER B: Lloyds Underwriters INSURER C: Travelers Insurance INSURER D: INSURER E: INSURER F:		
		NAIC # 14060		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP2060356	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
		GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC						
A	AUTOMOBILE LIABILITY			CPP2060356	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS						\$
	☒ NON-OWNED AUTOS						\$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-1A734037	06/01/2013	06/01/2014	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$				
			E.L. DISEASE - POLICY LIMIT \$				
B	Professional Liab			0000-00078665F	05/23/2013	05/23/2014	Prof Liab 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The State of New Hampshire, Department or Transportation for the State of New Hampshire, Employees, and supervisors are hereby listed as Additional Insured in accordance with forms CG 2010 or those forms equivalent which provide additional insured language required by the certificate holder, its employees or representatives.

CERTIFICATE HOLDER**CANCELLATION**

NEW0HA1

New Hampshire
Department of Transportation
John O Morton Building
P O Box 483
Concord, NH 03302-0483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO

contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. 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 or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from

contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 49 CFR 29, Subpart C 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.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42

USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual, or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contracts Involving Experimental, Developmental or Research Work.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work: (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term "subject data" does not include financial reports, cost analyses and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save and hold harmless the Federal Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data

shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c) and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this

c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. 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 from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient 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 recipient.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**Disadvantaged Business Enterprise
Section a.**

Separate contract goal for Disadvantaged Business Enterprise (DBE) participation

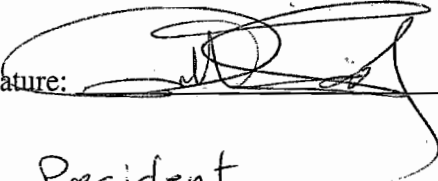
The State of New Hampshire, Department of Transportation has established a goal of 2.5% for DBE participation for this contract in lieu of the 10% national goal outlined in Section a. of the Disadvantaged Business Enterprise Federal Clause.

By signing below the Contractor agrees to comply with the applicable Federal Clauses.

Date: 4/25/13

Company Name: RLS ASSOCIATES, INC.

Authorized Name: Robbie Santes

Signature: 

Title: President

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 49 CFR 29, Subpart C 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.

Contractor RLS Associates, Inc.

Signature of Authorized Official [Signature]

Date 4/25/13

Name and Title of Contractor's Authorized Official Robbie Sarkes President

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Robbie Sartes, hereby certify
(Name and title of official)

On behalf of RLS : Associates, Inc that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name RLS : Associates, Inc.

Type or print name Robbie Sartes

Signature of authorized representative [Signature] Date 4/30/13

Signature of notary and SEAL [Signature]



ROB DENNIS
Notary Public, State of Ohio
My Commission Expires
March 08, 2017