



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

26



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
February 22, 2024

REQUESTED ACTION

Authorize the Department of Transportation (NHDOT) to enter into a **Sole Source** contract with RLS & Associates, Inc. (Vendor # 248064), Dayton, Ohio, for an amount not to exceed \$414,000 for the management and execution of the New Hampshire Statewide Mobility Manager Program, Project 68032J, effective upon Governor and Council approval for the period of April 1, 2024, through June 30, 2026. 100% Federal Funds.

Funding is available in State Fiscal Years 2024 and 2025 and is anticipated to be available in State Fiscal Years 2026 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
04-96-96-964010-2916			
Public Transportation			
072-500575 Grants to Non-Profits-Federal	\$42,000	\$180,000	\$192,000

EXPLANATION

This **Sole Source** contract with RLS & Associates, Inc. (RLS) utilizes \$414,000 of Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities (Section 5310) program funds to continue to provide statewide mobility management services that will enhance transit coordination, training, and technical assistance to transportation providers and stakeholders throughout New Hampshire both regionally and statewide as well outreach to the public. The requested funding has been made available for RLS's management of Statewide Mobility Management (SMM) services as outlined in Exhibit D of the contract agreement.

RLS specializes and works exclusively in the transit industry, providing consulting assistance to small, medium, and large public transit systems, Federal and State departments of transportation, government agencies, and paratransit operators. RLS was established in 1987 and has grown to be a highly respected and sought-after consulting firm in the transit industry today. The Department has worked with RLS, in various capacities, for 20+ years.

RLS has provided these SMM service, as a pilot project, to the Department since December 15, 2021, via an existing Governor and Council approved Rural Transit Assistance Program (RTAP) contract with the Department. The prevailing RTAP contract is expiring on March 31, 2024, and it was decided to separate more traditional RTAP services and the Statewide Mobility Management services and, accordingly, the Department will release a Request for Proposals for the RTAP services and is seeking approval of the subject agreement for SMM services. RLS has successfully provided these SMM services over the last 2.5 years, created and established solid working relationships with key stakeholders throughout the state, and developed a level of trust and coordination with the eight regional mobility managers that cover the entire state, For these reasons, and those detailed further below,

continuity of SMM services by RLS & Associates is crucial to the continuity and continued development of NH's statewide mobility management network and services the public has come to rely upon.

Under the current RTAP contract, RLS was tasked with assisting the Department to establish a State Mobility Manager position; the State Mobility Manager is an RLS employee located in NH who is dedicated to the NH project. This individual has been tasked with implementing the strategies defined in the New Hampshire Statewide Mobility Management Network Blueprint for Implementation. This RLS created position has been working with the Department, the NH State Coordinating Council for Community Transportation (SCC), Regional Coordinating Councils (RCC), and Regional Mobility Managers (RMM) to advance mobility management in NH. Many new partnerships and successes have been realized since the RLS position was established including, but not limited to, education and partnerships with key human service and health services agencies, an inventory of transportation funders, development of 12 mobility management performance measures and definitions, development and implementation of a performance measure report, and state mobility management reporting to the SCC.

In addition to the NH Statewide Mobility Management project, RLS has several unique and high-profile projects related to mobility management, including projects with the Federal Transit Administration, State of Ohio (Ohio DOT + six other state agencies), Tennessee DOT, and the Community Transportation Association of America (CTAA). RLS is an industry leader with the capacity to support NH's interim needs and the willingness to support NH as it determines its longer-term vision and level of investment in mobility management services, including consideration of how positions should be funded and to which agencies these positions should be attached.

This sole source opportunity and contract has been discussed at several NH Statewide Coordinating Council for Community Transportation (SCC) meetings and the SCC voted to support this approach. Of note, the SCC includes representatives of several state agencies including the departments of Transportation, Health and Human Services, Education and the Governor's Commission on Disability, transit providers, RCCs, non-profit/philanthropic agencies, and the local business community. This sole source contract will ensure that the eight (8) regional mobility managers, currently funded via contracts approved by Governor and Council, will have a statewide point of contact to help guide and coordinate their efforts while affording the Department and State time to consider longer-term plans.

Based on the aforementioned, the Department respectfully requests support for this sole source contract to maintain and support mobility management activities in NH that benefit the public at-large, but most prominently seniors, individuals with disabilities, Veterans, and low-income individuals.

If Federal Funds become unavailable, general funds will not be requested to support this program.

This Agreement has been approved by the Attorney General as to form and execution. The Department will verify the necessary funds are available pending enactment of the Fiscal Year 2024, 2025, and 2026 budgets. 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,



William J. Cass, P.E.
Commissioner

Attachments



State Coordinating Council for Community Transportation

February 22, 2024

To: The Governor and Executive Council
From: Jesse Lore, Chairperson State Coordinating Council on Community Transportation (SCC)
Re: Sole Source Contract for Mobility Management
CC: SCC Members

To the esteemed Governor and Executive Council Members:

The SCC would like to express its strong support for the proposal submitted by the NH Department of Transportation to move forward with a sole source contract with RLS& Associates to continue its statewide mobility management activities. The SCC has been supporting, monitoring, and coordinating activities of the newly established Mobility Management Network as laid out in the Blueprint for Mobility Management, adopted two years ago this month by the SCC. As we continue this work for the coming years, we believe that continuity in our partnership with RLS & Associates is critical to further development and enhancement of the services provided to elderly, disabled, diverse, and underserved populations in the Granite State.

Mobility management, a paradigm for transportation in which the consumers and their needs are centered in decisions about how, where, and when to offer services, is an emerging best practice trend across our nation. New Hampshire has put itself at the forefront of this trend. This highly specialized field is one in which RLS has substantive expertise, having developed Mobility Management toolkits for both the Ohio and Tennessee Departments of Transportation in 2023. As part of its contract with NH over the past two years, RLS has hired, trained, supervised, and supported the NH Statewide Mobility Manager who has been the central conduit through which NHDOT has coordinated activities with the eight regional Mobility Managers throughout the state. These activities, which all represent new or enhanced services for Granite Staters in need of transportation assistance, have started to gain traction over the past several months. The SCC believes that any disruption or change in the key players in these initiatives at this point or in the coming months would serve to set back the improvements that have been leveraged through our work to date.

The SCC believes that over the long-term Mobility Management in NH may best be managed by an employee of the state. As the SCC and its partners are continuing to develop this pilot project, we believe that the Regional Transportation Assistance Program (RTAP) consultant contract with RLS is the most reasonable and affordable method for accomplishing our goals. By seeking a sole source approach to procurement of the next two years of services for mobility management services, we believe that the NH DOT will be able to achieve a critical continuity of personnel, process, and cost.

Thank you for your consideration,

Jesse Lore
Chairperson, Statewide Coordinating Council on Community Transportation
Owner, Green Wave Electric Vehicles
jesse@greenwaveEV.com
Cell: 603.339.3116

New Hampshire envisions an integrated system of safe, reliable, and sustainable transportation options that allow residents to maintain independence and participate in work and community life no matter their age or ability.

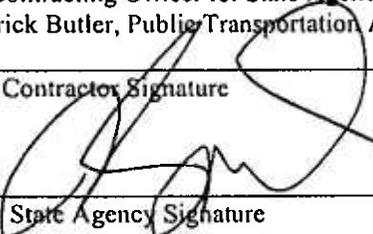
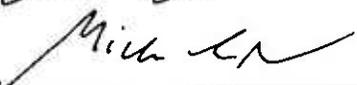
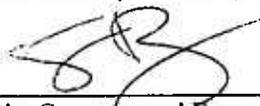
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation Bureau of Rail and Transit		1.2 State Agency Address 7 Hazen Drive PO Box 483 Concord, NH 03302-0483	
1.3 Contractor Name RLS & Associates, Inc.		1.4 Contractor Address 313 S Dixie Drive Hwy. Suire 545 Dayton OH, 454396	
1.5 Contractor Phone Number 1-937-299-5007	1.6 Account Number 04-96-96-964010-2916-072-500575	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$414,000.00
1.9 Contracting Officer for State Agency Frederick Butler, Public Transportation Administrator		1.10 State Agency Telephone Number 603-271-2565	
1.11 Contractor Signature  Date: 2/22/24		1.12 Name and Title of Contractor Signatory Robbic L. Sarles, President	
1.13 State Agency Signature  Date: 02/27/24		1.14 Name and Title of State Agency Signatory Michelle L. Winters Director Aeronautics, Rail and Transit	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance, and Execution) (if applicable) By:  On: 3/12/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 2/22/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages the 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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. The 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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-c 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations, and statutes, and with any rules, regulations, and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Contractor Initials

Date 2/27/24

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 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement, and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers, and employees, from and against any and all claims, liabilities, and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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. The 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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 blocks 1.2 and 1.4, herein.

17. **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 unless no such approval is required under the circumstances pursuant to State law, rule, or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted, and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend 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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

RLS and Associates, Inc.
EXHIBITS TO CONTRACT

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

EXHIBIT D Tasks

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

Federal Clauses

) Certifications and Assurances

Master Agreement

2 CFR 200 Form

RLS and Associates, Inc.
Exhibit A
Special Provisions

A.1 Amend P-37 Section 2. **“Services To Be Performed”** by adding the following:

- 2.1 The Contractor may change services only with the prior written agreement of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.

A.2 Amend P-37 Section 5. **“Contract Price/Price Limitation/Payment”** by adding the following:

- 5.5 At the discretion of the State, failure of the Contractor to reasonably address delays related to the Exhibit B Scope of Services or Exhibit D, Tasks may result in payments being withheld until requested actions have been completed to the satisfaction of the State.

A.3 Amend P-37 Section 10. **“Data; Retention Of Data; Access”** by adding the following:

- 10.4 The following restrictions apply to all subject data first produced in the performance of this agreement:
 - 10.4.1 Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the State, until such time as the FTA may have either released or approved the release of such data to the public.
 - 10.4.2 As authorized by 2 CFR 200, the FTA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a Contract, cooperative agreement, subcontract, or third party Contract, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, sub-recipient, or third party contractor purchases ownership with Federal assistance.
- 10.5 It is FTA's intent to increase the body of mass transportation knowledge. Therefore, the Contractor understands and agrees that in addition to the rights set forth in 9.6 (b) above, FTA may make available to any recipient, subcontractor, Contractor, or subcontractor its license in the copyright to the date derived under this Agreement or a copy of the data first produced under this Agreement.
- 10.6 The Contractor shall indemnify, save, and hold harmless the State and United States, their 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 of the proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.

- 10.7 Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any license or other right otherwise granted to the United States under any patent.
- 10.8 Sections 9.4, 9.5, and 9.6 above are not applicable to material furnished to the Contractor by the State or United States and incorporated in the work furnished under the agreement; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.
- 10.9 In the event that the project is not completed for any reason, all data developed under the project shall become subject Data as defined in Section 9.1 and shall be delivered as the State or FTA may direct.

A.4 Amend P-37 Section 12. "Assignment/Delegation/Subcontracts" by adding the following:

- 12.1 The Contractor shall cause the provisions of this Contract to be inserted in all subcontracts for any work covered by this Contract so that the provisions will be binding on each subcontractor; provided, however, that the foregoing provisions shall not apply to subcontractors for standard commercial supplies or raw materials. The Contractor shall take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Contractor shall ensure that any subcontractor has obtained all licenses, permits, or approvals required for the performance of Contract services.

A.5 Amend P-37 Section 17. "Amendment" by adding the following:

- 17.2 At the discretion of the State, the Contract Agreement term may be extended by an additional term of up to two (2) years, subject to the contracting parties' prior written agreement and Governor and Executive Council approval.
 - 17.2.1 The Contractor shall notify the State no sooner than 12 months before the completion date and no later than 6 months before the completion date that the Contractor wishes to extend the term of the Contract for an additional period for up to two years.
 - 17.2.2 Upon receipt of said notice the State may extend the term of the Contract for a maximum of two years.

- 17.2.3 If the Contractor and the State cannot agree up on an extended term of the Contract at least 60 days before the end of the term, the Contractor shall terminate the Contract per Section 1.7 "Completion Date" of the P-37.

A.6 Amend P-37 by adding "Definition" as Section 25:

25 Definitions

Allowable Costs: Costs that are incurred in the performance of the Services described in Exhibit B, Scope of Services, and detailed in Exhibit D, Tasks, and which satisfy the requirements of 2 CFR 200.

FTA: U.S. Department of Transportation, Federal Transit Administration

State: The State of New Hampshire, acting through the Department of Transportation, Bureau of Rail and Transit.

A.7 Amend P-37 by adding "Accounting, Bookkeeping, and Reporting Requirements" as Section 26:

26 Accounting, Bookkeeping, and Reporting Requirements

26.1 Maintenance of Records. The Contractor shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Contractor shall maintain, and make available to the State and FTA, records relating to complaints and comments received from the public. If the State disputes the Contractor's operations or records as submitted for payment or otherwise, the final resolution shall rest with the State.

26.2 Audits and Inspections. Between the Effective Date and the Completion Date, and for a period of three (3) years after the FTA grant is closed or the date of the resolution of all matters relating to this Agreement, whichever is later, at any time during the Contractor's normal business hours, and as often as the State or FTA may demand, the Contractor shall make available to the State and FTA or their designees all records pertaining to matters covered by this Agreement. The Contractor shall permit the State and FTA to audit, examine, and reproduce such records, and to make audits of all contracts, grants, invoices, materials, payrolls, records of personnel, Data (as defined in the P-37 section 10), and other information relating to all matters covered by this Contract. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Contractor in 1.3 of the P-37

A.1. Amend P-37 by adding "Patent Rights" as section 27:

27. **Patent Rights.**

27.1 If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement, or discovery may be patentable under the laws of the United States or any foreign country, the Contractor shall immediately notify the State and provide a detailed report. The rights and responsibilities of the Contractor and the State with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

A.2. Amend P-37 by adding "**Brokerage Representation**" as section 28:

28. **Brokerage Representation.**

28.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Contractor, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, brokerage fee, gift, or contingent fee.

RLS & ASSOCIATES, INC.
EXHIBIT B
SCOPE OF SERVICES

B.1. STATEWIDE MOBILITY MANAGEMENT SERVICES

- 1.1 The Contractor, RLS and Associates, Inc. (hereinafter referred to as the “Contractor”) will be responsible for providing Statewide Mobility Management services (SMM) to improve and integrate a system of safe, reliable, and sustainable transportation options for customers, including older adults, people with disabilities, and individuals with lower incomes.
- 1.2 The Contractor shall provide SMM services as directed by the Department of Transportation (NHDOT), (hereinafter referred to as the “State”) to include deliverables as listed in Exhibit D, Tasks.
 - 1.2.1 The SMM services and Exhibit D were developed based on, and will continue to be guided by, the New Hampshire Statewide Mobility Management Network – A Blueprint for Implementation, as amended, (hereinafter referred to as the “Blueprint”), and the 2016 State Coordination Plan, as amended, as well as consultation with the New Hampshire State Coordinating Council (SCC).
- 1.3 The Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work outlined in Exhibit D, Tasks.

RLS & ASSOCIATES, INC.

Exhibit C

Budget

- C.1 The Contract price, as defined in Section 1.8 of the General Provisions, are Federal Transit Administration (FTA) Enhanced Mobility of Seniors & Individuals with Disabilities Section 5310 portion of the eligible project costs for Statewide Mobility Management Services (SMM). Federal funds are granted as follows:

Description	FY 2024	FY 2025	FY 2026	Contract Total
Statewide Mobility Management Services	\$42,000	\$180,000	\$192,000	\$414,000
TOTAL FEDERAL AMOUNT	\$42,000	\$180,000	\$192,000	\$414,000

Funds are contingent upon Federal appropriations. No State funds will be requested.

- C.2 The Contractor shall submit to the State a budget incorporating all funds to be expended in the provision of services under this contract for each State Fiscal Year.

2.1 Budget revisions may be made with written approval of the State.

2.2 Unexpended funds from completed State Fiscal Years may be made available in subsequent years at the discretion of the State and under the terms and conditions of this Contract Agreement.

- C.3 As applicable, the Contractor may seek reimbursement for these funds by submitting individual monthly invoices for completed work.

3.1 The Contractor shall submit a reimbursement request to the State within 30 days from the last day of the previous month.

3.2 The Contractor shall provide source documents such as time sheets or invoices showing the expenses incurred with the request for reimbursement.

- C.4 The Department shall pay the Contractor within thirty (30) days from the date of receipt of the invoice.

RLS and Associates, Inc.

Exhibit D

Tasks

The following tasks are illustrative of those the Contractor, RLS & Associates, will carry out on behalf of the State. The State, at its sole discretion, may amend the task list to further enhance the State's mobility management network as deemed necessary. Specific duties will be based on State priorities and will be further detailed in the Action Plan detailed below.

Task I: Planning and Coordination

- Submit to the State for approval a Statewide Mobility Management (SMM) Action Plan, within 30 days of the effective date of the contract. The plan shall include, at a minimum, the goals, action steps, timelines, deliverables, and who is responsible.
 - The Action Plan will serve as the basis for initial deliverables, with amendments approved by the State in consultation with the Contractor based on personnel, resources, budget, and similar considerations.
- Serve as the primary liaison between various Statewide stakeholders including but not limited to the State, NH Department of Health, and Human Services (NHDHHS), Statewide Coordinating Council (SCC), Regional Coordinating Council (RCC) Regional Mobility Managers (RMM), and local transit providers.
- Build/maintain relationships with state, regional, and local elected officials, and community leaders to educate them about the needs, roles, and benefits of transportation services and coordination, which should include ways in which they can support financially (funding) and operationally (policy) these services and coordination efforts.
- Assist the SCC and other entities, as applicable, to implement various goals and strategies from the 2016 NH Statewide Coordination Plan and the Blueprint. This will include compiling, analyzing, and presenting data related to statewide mobility management performance measures as well as periodically reviewing and providing recommendations for revisions related to the Blueprint and performance measures.
- Participate in state, regional, and local transportation planning activities, including required human services coordinated plans and other related plans and initiatives.
- Conduct outreach activities to educate and train statewide groups regarding NH's transportation network/services. Also, oversee regional outreach activities, including coordinating the development and management of shared training resources.
- Assist the RCCs and local transit providers in the development, coordination, and implementation of a customer-centered approach to statewide transportation access and coordination for older adults, individuals with disabilities, individuals with low income, veterans, and other marginalized populations.
- Assist the RCCs with strategic planning, fundraising, communication, member recruitment and retention, and other such initiatives aimed at developing the RCCs' organizational infrastructure and capacity to effectively fulfill their mission.

- Support the RCCs as needed when hiring, training, and evaluating the performance of RMMs.
- Support the RMMs with regional efforts as defined in their job descriptions based on the 2016 NH Statewide Coordination Plan and the Blueprint.
- Identify and research corporate, foundation, and government sources of funding for matching funds, including opportunities to use “braided” funding streams, for the benefit of RCCs, the State, and transit providers.

Task II: Training and Resources

- Stay current with mobility management services, related topics, and issues, at a minimum through the National Center for Mobility Management and Coordinating Council on Access and Mobility.
- Provide content and recommendations related to the SCC website, including the creation of Statewide Mobility Manager (SMM)-related content.
- Prepare and/or provide training and presentations as requested by the State for regional and state meetings and conferences.
- As necessary and in consultation with the State, create newsletters to educate and inform citizens of NH, State Agencies, RCCs, and RMMs, about mobility management services and activities.

Task III: Reporting

- Provide monthly reports, which include at a minimum:
 - Progress of deliverables related to the Action Plan.
 - Barriers, delays, concerns, and/or risks to the delivery of services and recommendations to address the items.
- At the request of the State, provide a plan to address any delays in the SMM Action Plan.
- Provide a monthly summary to the State and the SCC regarding performance measures. Data should be compiled to allow for varied analyses of data, such as regional breakdown, year-to-year comparisons, and year-to-date metrics.
- Meet weekly, at the State’s discretion, with the State’s Public Transportation Administrator to review progress with the SMM Action Plan and related mobility.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RLS & ASSOCIATES, INC. is a Ohio Profit Corporation registered to transact business in New Hampshire on April 26, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 690798

Certificate Number: 0006575307



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of February A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



RLS & ASSOCIATES, INC.

**Moving Public Transportation
Into the Future**

CERTIFICATE OF VOTE

I, Andrew 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 January 11, 2024, at the office of RLS & Associates, Inc., San Antonio, TX Branch whose headquarters are in Dayton, Ohio 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 & Associations, Inc., relating to the corporation's services provided as part of the New Hampshire Rural Transit Assistance Program; and further authorizing said office to execute any documents which may in her judgement be desirable or necessary to affect the program of this vote.

I hereby certify that January 11, 2024, vote has not been amended or repealed and remains in full force and effective as of February 5, 2024 and remains effective within thirty days of February 5, 2024.

Andrew Schultze
Vice President
RLS & Associates, Inc.

Subscribed and sworn before me this 5th day of February 2024

Ashley Jorgenson, Notary



ASHLEY JORGENSEN, Notary Public
In and for the State of Ohio
My Commission Expires Aug 4, 2024



RLS Statewide Mobility Management Contract

Professional Services

\$414,000

Sole Source



Paula Bennett
System.Web.UI.WebControls.TextBox

New Hampshire DOT
7 Hazen Drive
Concord, New Hampshire 03302-0483
(603) 271-3734

<https://www.nh.gov/dot/>



The following clauses are for inclusion into procurement documents, but can also be inserted into contractual agreements. However, additional clauses and certification may be required for contractual agreements.

ACCESS TO RECORDS AND REPORTS

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

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

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

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

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

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

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

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

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

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

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

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Robbie L. Sarles, President 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Type or print name: Robbie L. Sarles

Signature of authorized representative: [Handwritten Signature] Date 2 / 15 / 2024

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

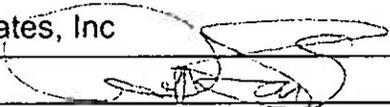
Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

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

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.
- a. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- a. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- a. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- b. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: RLS & Associates, Inc

Signature of Authorized Official:  Date 2 / 15 / 2024

Name and Title of Contractor's Authorized Official: Robbie L. Sarles, President

FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: RLS & Associates, Inc.

The Applicant certifies to the applicable provisions of all categories: (*check here*) x

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Cybersecurity Certification for Rail Rolling Stock and Operations

20 Tribal Transit Programs

21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: RLS & Associates, Inc.

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

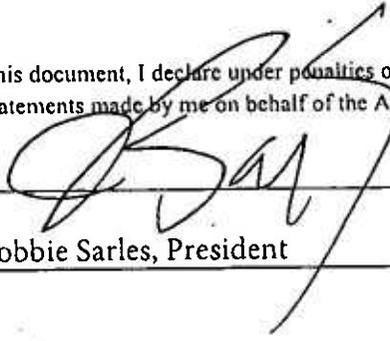
The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2023

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature



Date: 2/1/2023

Name Robbie Sarles, President

Authorized Representative of Applicant

FFY 2022 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

The Federal Transit Administration (FTA) Federal Fiscal Year 2022 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2022 Federal Transit Administration (FTA) Master Agreement and understand this agreement is referred to in my agency's agreement with NHDOT by reference. The Master Agreement remains in force for the term of the agreement.

RLS & Associates, Inc.

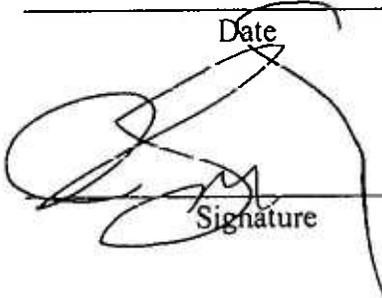
6/20/2022

Name of Agency

Date

Robbie Sarles

Name of Authorized Official


Signature



FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NHDOT)

Name of Subrecipient/Contracting Agency: RLS & Associates, Inc.

RLS & Associates, Inc., shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

FTA award project description: *(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))*

Amount: \$414,000.00

Catalog of Federal Domestic Assistance (CFDA) number: 20.513

FTA Award Name: FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

Federal Award Identification Number (FAIN): NH-2023-013

Federal Award Date: 4/1/24 *(Or upon G&C approval, whichever is later)*

Contact information for sub-awarding officials:

Name: Fred Butler Title: Public Transportation Administrator

Email: Frederick.J.Butler@dot.nh.gov Phone: 603-271-2565

Is this award for research and development? No

NHDOT's cost rate for the federal award: N/A

Subrecipient/Contractor Information:

Subrecipient/Contractor Name: *RLS & Associates, Inc.*

Subrecipient/Contractor SAM.GOV I.D.: TW7JH39JHY25

Name of authorizing subrecipient/contracting official: Robbie L. Sarles

Title of authorizing subrecipient/contracting official: President

Federal Clauses: Yes

Master Agreement/Certifications and Assurances: Yes

Subrecipient/Contractor Federal indirect cost rate: 83.5%

(An approved federally recognized indirect cost rate negotiated between the subrecipient/contractor and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in §200.414 Indirect. (F&A) costs, paragraph (f)).

Subaward Period of performance:

Start Date: 4/1/24 End Date: 6/30/2026



Total amount of FTA sub-award obligated by this action (contract/amendment):

For FFY: 2024 Section: 5310 RCC Amount: \$42,000
For FFY: 2025 Section: 5310 RCC Amount: \$180,000
For FFY: 2026 Section: 5310 RCC Amount: \$192,000

Total amount of FTA sub-award committed to the subrecipient (original contract & amendments):

For FFY: 2024 Section: 5311 Amount: \$414,000

Pass-through requirements:

The Subrecipient/Contractor, RLS & Associates, Inc. agrees to meet all requirements imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

The Subrecipient/Contractor, RLS & Associates, Inc. agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the subrecipient in order for the pass-through entity (NHDOT) in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The Subrecipient/Contractor, RLS & Associates, Inc. agrees to permit the pass-through entity (NHDOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: 2/22/2024

Name of authorizing subrecipient/contracting official: Robbie L. Sarles

Title of authorizing subrecipient/contracting official: President

Signature of authorizing subrecipient/contracting official