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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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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
May 6, 2024

REQUESTED ACTION

1. Authorize the New Hampshire Department of Transportation (NHDOT) to amend an existing contract with Granite State Independent Living, Concord, NH (Vendor 155330), Concord, NH, to procure one ADA-accessible minivan by increasing the price limitation by \$23,125 from \$55,500 to \$78,625 effective upon Governor and Council approval. The original contract was approved by Governor and Council on June 1, 2022, item #42, project # 68032J. 92% Federal Funds, 8% Capital Funds.

Funding for this amendment is available in Fiscal Year 2024 as follows:

04-96-96-964010-2916	<u>FY 2024</u>
Public Transportation	
072-500575 Grants Non-Profits Federal	\$21,250
04-96-96-960030-1340	
19-146:1XVIF Public Transit	
034-500161 New Construction	\$ 1,875

2. Further authorize the Department of Transportation to extend the completion date, by exercising a contract renewal option, from June 30, 2024, to June 30, 2025, effective upon Governor and Council approval.

EXPLANATION

NHDOT has approved a request to amend funding from Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program from Granite State Independent Living (GSIL). The funding is to purchase an ADA-accessible minivan to be used in the provision of specialized transportation services in the Concord area. GSIL is a private, non-profit organization that provides statewide transportation services to individuals with disabilities. NHDOT has been working with GSIL since original contract approval to update its procurement template/policy; given the time to update the procurement template/policy approval and the escalation of vehicle purchase prices and extended delivery timeframes, GSIL requested, and the Department concurred with, the subject grant time and contract funding amendment.

FTA authorizes grants to States to purchase capital equipment for local non-profit subrecipients that provide transportation services to seniors and individuals with disabilities. The Department of Transportation has been administering the FTA Section 5310 program since its inception, as authorized by RSA 19-146:IXVIF - Public Transit and has available FTA Section 5310 funds that will be utilized for this capital equipment purchase request. Including original and amended funds, the total purchase price of the vehicle is estimated to be \$85,000, of which 85% is FTA Section 5310 funds (\$72,250), 7.5% state capital matching funds (\$6,375), and 7.5% local matching funds (\$6,375).

For the original contract, NHDOT released a public notice on November 15, 2021, announcing the availability of funding from the FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program for FY 2022. NHDOT solicited proposals from public transit agencies and private non-profit organizations engaged in public transportation services.

Two transit agencies applied by the December 20, 2021, deadline, and both were awarded funds for eligible projects. The two transit agencies are Grafton County Senior Citizens Council and Granite State Independent Living.

A project evaluation committee consisting of three staff members from the NHDOT Bureau of Rail and Transit reviewed and scored the 5310 applications submitted for projects. The evaluation committee members included the Public Transportation Administrator, Fred Butler, Transportation Specialist, Mike Pouliot, and Transit Grants Coordinator, Paula Devens. Each reviewer evaluated and scored applications based on the criteria indicated in the application materials. Every application met NHDOT's criteria for inclusion in its public transit funding plan and will be awarded separate amounts for the aforementioned transits systems. The evaluation matrix and scores are provided below for reference.

1	The applicant identified how the project effectively meets the region's program-related needs and strategies, including those addressed in the locally developed Coordinated Public Transit-Human Services Transportation Plan.	25%
2	The applicant has successful experience in providing transportation services for seniors and individuals with disabilities or the applicant has outlined how the new service will be successful. (Replacement vehicles require minimal details.)	20%
3	The applicant has the technical capacity to carry out the project and has the financial capacity to provide required match for the project and on-going expenses associated with the project. (Replacement vehicles require minimal details.)	20%
4	The applicant complies with relevant Federal and State regulations, and has a history of compliance with regulations, reporting requirements, and other contract requirements (e.g., maintaining vehicles per OEM guidelines, meeting minimum mileage requirements, timely submission of required reports).	15%
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and government. (Replacement vehicles require minimal details.)	10%
6	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours and costs. New applicants must demonstrate the ability to measure performance and achieve goals.	10%
	Total Scoring	100%

**Note: Weights subject to change*

All applications submitted were evaluated for funding by NHDOT Bureau of Rail & Transit staff. Scores and awards from the FY 2022 solicitation are as follows:

FY 2022 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Applicants	Average Score
Grafton County Senior Citizens Council	83.5%
Granite State Independent Living	80.8%

GSIL will procure the equipment following Federal procurement guidelines and NHDOT will hold title to the vehicle until disposition. GSIL will be identified as the vendor(s) for the vehicles and will submit an invoice for Federal and State reimbursement to NHDOT.

In the event that Federal Funds are unavailable, additional 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 NHDOT has verified that the necessary funds are available. 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 NHDOT.

Your approval of this resolution is respectfully requested.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments

**AMENDMENT #1 TO AGREEMENT
Granite State Independent Living**

This Contract Amendment ("Amendment") is entered into this 3rd day of May, 2024, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, 7 Hazen Drive, Concord NH 03302-0483; (hereinafter referred to as "the State") and Granite State Independent Living (hereinafter referred to as "the Contractor"), collectively referred to as "the Parties."

WHEREAS, the Parties have entered into a contract agreement for the procurement of one (1) ADA accessible minivan, approved by the Governor and Executive Council on June 1, 2022, G&C Item #42 (hereinafter referred to as "the Contract");

WHEREAS, the Parties desire to amend the Contract as provided in this Amendment; and

WHEREAS, the Contract allows for amendments by an instrument in writing executed by the Parties;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, as set forth herein, the Parties hereto do hereby agree as follows:

1. Amend P-37 Section 1.7, Completion Date to read, June 30, 2025.
2. Amend P-37 Section 1.8, Price Limitation to read, (\$78,625.00)
3. Amend Exhibit C, Budget
 - a. Be amended to include an additional \$21,250.00 in FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program funding for net FTA funds of \$72,250.00;
 - b. Be amended to include an additional \$1,875.00 in State Capital Match funds for a new State Capital Match of \$6,375.00. The aforementioned amendments revised the total contract price limitation from \$55,500.00 to \$78,625.00.

Project Description	Qty.	Original Contract Funding			Amendment			Total Amended Contract Budget			
		FTA Funds	State Capital Match	Local Match	FTA Funds	State Capital Match	Local Match	FTA Funds	State Capital Match	Local Match	Total Project Cost
FTA Section 5310 Capital Funding											
ADA accessible Minivan	1	\$51,000	\$4,500	\$4,500	\$21,250	\$1,875	\$1,875	\$72,250	\$6,375	\$6,375	\$85,000
Totals		\$51,000	\$4,500	\$4,500	\$21,250	\$1,875	\$1,875	\$72,250	\$6,375	\$6,375	\$85,000
Total Contract Funds		\$55,500			\$23,125			\$78,625			

4. This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.

5. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands to the date first-written above.

Granite State Independent Living

By:  Date: 5/3/2024

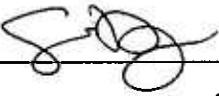
Print Name and Title: Deborah Ritchey, President & CEO

NH Department of Transportation

By:  Date: 05/09/24

Print Name and Title: Michelle L. Winters, Director of Aeromanes, Rail & Transit

Approved by Attorney General

By:  Date: 5/21/2024

Print Name and Title: Samuel Burgess, Assistant Attorney General

Approved by Governor and Executive Council

G&C Item Number: _____ G&C Meeting Date: _____

EXHIBITS TO AMENDMENT

AMENDMENT

EXHIBIT C Budget

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200

Federal Clauses

Granite State Independent Living

EXHIBIT C

BUDGET

1. The Contract price, as defined in Section 1.8 (\$78,625.00) of the General Provisions, is comprised of FTA Section 5310 (\$72,250.00) and State Capital Match (\$6,375.00), whereas the total project cost is \$85,000.00 and includes additional local match funds (\$6,375.00) to be provided by Granite State Independent Living. The table below summarizes the funds:

Project Description	Qty.	Original Contract Funding			Amendment			Total Amended Contract Budget			
		FTA Funds	State Capital Match	Local Match	FTA Funds	State Capital Match	Local Match	FTA Funds	State Capital Match	Local Match	Total Project Cost
FTA Section 5310 Capital Funding											
ADA accessible Minivan	1	\$51,000	\$4,500	\$4,500	\$21,250	\$1,875	\$1,875	\$72,250	\$6,375	\$6,375	\$85,000
Totals		\$51,000	\$4,500	\$4,500	\$21,250	\$1,875	\$1,875	\$72,250	\$6,375	\$6,375	\$85,000
Total Contract Funds		\$55,500			\$23,125			\$78,625			

- a. Funds are contingent upon Federal and State appropriations.

2. The Contractor shall submit appropriate documentation consistent with Federal small purchase guidance to NHDOT for review and approval prior to any procurement, as further detailed in Exhibit B. Upon written approval from NHDOT, the Contractor may proceed with the procurement and submit an invoice to the NHDOT for reimbursement of project expenses in compliance with Federal guidance, including FTA Third Party Procurement guidelines per FTA Circular 4220.1F or most recent.

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 GRANITE STATE INDEPENDENT LIVING is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1980. 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: 63257

Certificate Number: 0006655783



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority

I, **Lisabritt Solsky Stevens**, hereby certify that I am a duly appointed representative of **Granite State Independent Living (GSIL)**. I hereby certify that **Deborah Ritecy, President & Chief Executive Officer**, is authorized to execute contracts on behalf of **Granite State Independent Living** and may bind the corporation.

I hereby certify:

1. I maintain and have custody of the minute books of the Organization;
2. I am duly authorized to issue certificates with respect to the contents of such books;
3. The following is true, accurate, complete, the Board of Directors duly approved via electronic communication held on May 2, 2024, to Enter into an Amendment for the organization's SFY 2024 Federal Transit Administration, Section 5010 Enhanced Mobility of Services for Seniors and Individuals with Disabilities Program which was duly completed in accordance with the State of New Hampshire law and the by-laws of the Organization;
4. The foregoing adoption has not been amended or revoked and remains in full force and effect as of the date hereof.

This authority remains valid for **thirty (30) days**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3 May 2024

Attest: *Lisabritt Solsky Stevens*

Lisabritt Solsky Stevens, Secretary, GSIL Board of Directors

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 30, 2002

Person to Contact:

Dottie Downing #31-02736
Customer Service Specialist

Toll Free Telephone Number:

8:00 a.m. to 8:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

02-0350170

Granite State Independent Living
PO Box 7268
Concord, NH 03301-7268

Dear Sir or Madam:

This letter is in response to your Affidavit of Amendment to the Articles of Incorporation filed November 28, 2000, changing your organization's name from The Granite State Independent Living Foundation. We have updated our records to reflect your name change as indicated above.

Our records indicate that a determination letter issued in April 1980 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

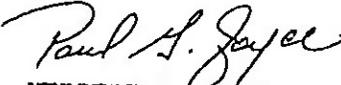
You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


HERBERT B. MOSHER
District Director

This supersedes our letter of April 21, 1980.

-2-

Granite State Independent Living
02-0350170

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an Income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

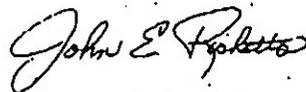
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

STATE OF NEW HAMPSHIRE

Recording fee: \$25.00 (Note 1)
Use black print or type.
Leave 1" margins both sides.

Form No. NP 3
RSA 292:5 & 7

FILED
NOV 29 2000
WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

AFFIDAVIT OF AMENDMENT
OF
THE GRANITE STATE INDEPENDENT LIVING FOUNDATION
A NEW HAMPSHIRE NONPROFIT CORPORATION

I, Charles Ellis, the undersigned, being the
Secretary (Note 2) of the above named New Hampshire nonprofit
corporation, do hereby certify that a meeting was held on November 18, 2000
in Concord NH (Note 3), for the purpose of amending the articles
of agreement and the following amendment(s) were approved by a majority vote
of the corporation's Board of Directors and membership. (Note 4)

To amend Article 1. of the corporation's Articles of Agreement to change
the name of the corporation from The Granite State Independent Living
Foundation to Granite State Independent Living.

[If more space is needed, attach additional sheet(s).]

A true record, attest: [Signature]
(Signature)

Dated November 21, 2000

- Notes:
- 1. Make check payable to N.H. Secretary of State.
 - 2. Clerk, secretary or other officer.
 - 3. Town/city and state.
 - 4. Enter either "Board of Directors" or "Trustees".

Mail \$25.00 STATE FEE and DUPLICATE ORIGINALS (ORIGINAL SIGNATURES ON BOTH)
to: Secretary of State, State House, Room 204, 107 North Main Street,
Concord, NH 03301-4989

File a copy with Clerk of the town/city of the principal place of business.

Internal Revenue Service
District Director

Department of the Treasury
P. O. BOX 9107
J. F. KENNEDY POST OFFICE
BOSTON, MA. 02203

Date: SEP 15 1980

Granite State Independent Living
Foundation
53 Elk Drive RFD 13
Bedford, NH 03102

Employer Identification Number:
02-0350170
Accounting Period Ending:
September 30
Foundation Status Classification:
170(b)(1)(A)(vi) and 509(a)(1)
Advance Ruling Period Ends:
September 30, 1981
Person to Contact:
Mary Joyce
Contact Telephone Number:
(617)223-4241

Determination Number: 80-714

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

District Director, Boston District

(over)

Letter 1045(DO) (6-77)



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: Granite State Independent Living

Granite State Independent Living, 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: \$21,250.00

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-2020-011

Federal Award Date: 7/20/20

Contact information for sub-awarding official:

Name: Fred Butler Title: Public Transportation Administrator, Bureau of Rail and Transit

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: *Granite State Independent Living*

Subrecipient/Contractor SAM.GOV I.D.: DSILEVPTQ9G1

Name of authorizing subrecipient/contracting official: Deborah Ritcey

Title of authorizing subrecipient/contracting official: President/CEO

Federal Clauses: Yes

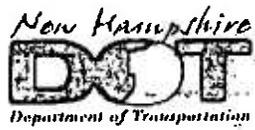
Master Agreement/Certifications and Assurances: Yes

Subrecipient/Contractor Federal indirect cost rate: N/A

(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: 7/1/24 End Date: 6/30/25



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

For FFY: 2024 Section: 5310 Capital Amount: \$21,250.00

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

For FFY: 2024 Section: 5310 Capital Amount: \$72,250.00

Pass-through requirements:

The Subrecipient/Contractor, Granite State Independent Living agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal award.

The Subrecipient/Contractor, Granite State Independent Living 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, Granite State Independent Living 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: 5/3/2024

Name of authorizing subrecipient/contracting official: Deborah Ritcey

Title of authorizing subrecipient/contracting official: President/CEO

Signature of authorizing subrecipient/contracting official: Deborah Ritcey

GSIL Procurement

Rolling

\$ 85,000

Competitive

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. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related 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.

AMERICANS WITH DISABILITIES ACT(ADA)

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

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C.

Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation) and gender identity, disability, or age, and prohibits discrimination in employment or business opportunity.

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

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

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

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

Civil Rights and Equal Opportunity

The 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.

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

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

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

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

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

ENERGY CONSERVATION

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

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bld. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

The contractor must promptly notify the Agency, 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 Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents:
 - (1) applications for federal assistance,
 - (2) requests for proposals or solicitations,
 - (3) forms,
 - (4) notifications,
 - (5) press releases,
 - (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default (Breach or Cause) (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

If the 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 the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency 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. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

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

TRAFFICKING IN PERSONS

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

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

**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: Signing below indicates the prospective lower tier participant is providing the signed certification.

(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,

d. 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,

e. 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,

f. 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

g. 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: Granite State Independent Living

Signature of Authorized Official: [Signature] Date 5/3/2024

Name and Title of Contractor's Authorized Official: Deborah Ritchey, President & CEO



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

NOV 17 12:38 PM '22



William Cass, P.E.
Assistant Commissioner

42 Lem

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

Bureau of Rail & Transit
April 29, 2022

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to pay an amount not to exceed \$55,500.00 to Granite State Independent Living, Concord, NH (Vendor 155330) to procure one ADA-accessible minivan, effective upon Governor and Council approval, through June 30, 2024. 92% Federal Funds, 8% Capital General Funds.

Funding for this agreement is available in the Fiscal year 2022 budget:

04-96-96-964010-2916	<u>FY 2022</u>
Public Transportation	
072-500575 Grants Non-Profits Federal	\$51,000.00
04-96-96-960030-7547	
Capital Projects	
034-500160 Major Equipment	\$4,500.00

EXPLANATION

The NHDOT has approved a request for Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program from Granite State Independent Living. The funding is to purchase an ADA-accessible minivan to be used in the provision of public transit services in the Concord area. Granite State Independent Living is a private, non-profit organization that provides statewide transportation services to individuals with disabilities.

The FTA authorizes grants to States to purchase capital equipment for local non-profit sub-recipients that provide transportation services to seniors and individuals with disabilities. The Department of Transportation has been administering the FTA Section 5310 program since its inception, as authorized by RSA 211:1XIV3 Public Transit and Bus and Facility Match and has available FTA Section 5310 funds that will be utilized for this capital equipment purchase request. The total purchase price of the capital equipment is estimated to be \$60,000.00, of which 85% is FTA Section 5310 funds (\$51,000.00), 7.5% state capital matching funds (\$4,500.00), and 7.5% local matching funds (\$4,500.00).

NHDOT released a public notice on November 15, 2021, announcing the availability of funding from the FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program for FY 2022. NHDOT solicited proposals from public transit agencies and private non-profit organizations engaged in public transportation services.

Two transit agencies applied by the December 20, 2021, deadline, and both were awarded funds for eligible projects. The two transit agencies are Grafton County Senior Citizens Council and Granite State Independent Living.

A project evaluation committee consisting of three Department staff from the NHDOT Bureau of Rail and Transit reviewed and scored the 5310 applications submitted for projects. The evaluation committee members included the Public Transportation Administrator, Transportation Specialist, and Transit Grants Coordinator. Each reviewer evaluated and scored applications based on the criteria indicated in the application materials. Every application met NHDOT's criteria for inclusion in its public transit funding plan and will be awarded separate amounts for the aforementioned transit systems. The evaluation matrix and scores are provided below for reference.

1	The applicant identified how the project effectively meets the region's program-related needs and strategies, including those addressed in the locally developed Coordinated Public Transit-Human Services Transportation Plan.	25%
2	The applicant has successful experience in providing transportation services for seniors and individuals with disabilities or the applicant has outlined how the new service will be successful. (Replacement vehicles require minimal details.)	20%
3	The applicant has the technical capacity to carry out the project and has the financial capacity to provide required match for the project and on-going expenses associated with the project. (Replacement vehicles require minimal details.)	20%
4	The applicant complies with relevant Federal and State regulations, and has a history of compliance with regulations, reporting requirements, and other contract requirements (e.g., maintaining vehicles per OEM guidelines, meeting minimum mileage requirements, timely submission of required reports).	15%
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and government. (Replacement vehicles require minimal details.)	10%
6	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours and costs. New applicants must demonstrate the ability to measure performance and achieve goals.	10%
	<i>*Note: Weights subject to change</i>	100%

All applications submitted were evaluated for funding by NHDOT Bureau of Rail & Transit staff. Scores and awards from the FY 2022 solicitation are as follows:

FY 2022 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Applicants	Average Score
Grafton County Senior Citizens Council	83.5%
Granite State Independent Living	80.8%

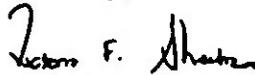
The total project cost is \$60,000.00, which includes \$51,000.00 (85%) FTA Section 5310 funds, \$4,500.00 (7.5%) State Capital match and \$4,500.00 (7.5%) Local agency match. This contract reflects only the Federal and State portions of the project for a maximum contract amount of \$55,500.00. Granite State Independent Living will procure the equipment following Federal procurement guidelines, and the Department will hold title to the buses until their disposition. Granite State Independent Living will be identified as the vendor(s) for the vehicles and will submit an invoice for Federal and State reimbursement to the Department.

In the event that Federal Funds are unavailable, additional 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 NHDOT has verified that the necessary funds are available. 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 NHDOT.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

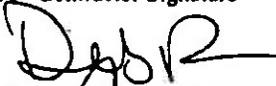
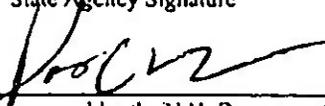
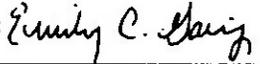
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name Granite State Independent Living		1.4 Contractor Address PO Box 7268, 21 Chenell Drive, Concord, NH 03302-7268	
1.5 Contractor Phone Number 603-228-9680	1.6 Account Number 04-96-96-964010-2916 072-500575/04-096-096-960030-7547 034-500160	1.7 Completion Date 06/30/2024	1.8 Price Limitation \$\$\$5,500.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail and Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature  Date: 4/27/22		1.12 Name and Title of Contractor Signatory President & CEO	
1.13 State Agency Signature  Date: 5/3/2022		1.14 Name and Title of State Agency Signatory Patrick C. Henley 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: 5/2/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 4/27/22

2. 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 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. 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 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

[Signature]
[Date]

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 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. 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 in 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 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 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.

EXHIBITS TO CONTRACT

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

EXHIBIT D Vehicle List

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200

FTA Section 5310

Social Service Documents to Include:

501 (c)

Financial Report

Board of Directors

Key Personnel and Salaries

Resumes

Granite State Independent Living

EXHIBIT A

SPECIAL PROVISIONS

A.1. Amend P-37 by adding "NOTICE OF CLAIMS" as section 25:

25. The Contractor, Granite State Independent Living, (hereinafter the "Contractor") shall give the NHDOT Contract Administrator immediate written notification of any legal action or suit filed related in any way to the Contractor that may affect or result from the performance of duties under the Contract as set forth in Section 39 (b) Flow Down Requirement of the Federal Transit Administration's Master Agreement. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Granite State Independent Living

EXHIBIT B

SCOPE OF SERVICES

B.1. CAPITAL PURCHASES

1. The Contractor, Granite State Independent Living, (hereinafter the "Contractor"), will procure the following capital items for use in accordance with requirements associated with its FTA Section 5310 public transportation services within the State:
 - a. One ADA-accessible minivan. The transit vehicle is an eligible capital expense under Federal Transit Administration (FTA) guidelines and will allow the Contractor to expand current transportation services and to access service routes that are not easily accessible with a traditional transit bus.
 - b. The contract will provide funding through the NH Department of Transportation (NHDOT), from the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Capital Program, for (85%) of the cost to purchase the minivan, not to exceed \$51,000.00 Federal funding. State capital funds will pay non-federal match of (7.5%), not to exceed \$4,500.00. Granite State Independent Living will pay the remaining non-federal match of (minimum 7.5%), for a total estimated project cost of \$60,000.
 - c. The Contractor may submit a written request to the NHDOT Commissioner's designated representative to modify the type and/or quantity of capital vehicles detailed in the scope and budget, provided that said changes are within the contract budget amount. Said written request must contain sufficient details to support and substantiate the requested change(s). Within 30 days of receipt of the Contractor's written request, NHDOT will provide a written decision to the Contractor as to whether or not approval is granted.
2. The Contractor will purchase the capital equipment in compliance with all applicable Federal regulations and guidance including FTA Circular 4220.1F, "Third Party Contracting Guidance," or most recent, related to small purchases. Requirements include, but are not limited to, the following:
 - a. Inclusion of Federal Clauses with requests for quotes;
 - b. Obtaining a minimum of three quotes from responsive vendors based on single list of specifications;
 - c. Providing/retaining proof that vendor is neither debarred nor suspended from participation in Federally funded projects;
 - d. Ensuring required pre-award documentation is obtained, retained, and provided to NHDOT upon request;
 - e. Providing/retaining proof that manufacturer is listed as eligible on FTA's Eligible Transit Vehicle Manufacturers website;
 - f. Submission of Transit Vehicle Award Reporting Form (via online portal) within 30 days of award;
 - g. Ensuring required post-delivery documentation is obtained; retained, and provided to NHDOT upon request.

B.2. VEHICLE USE AGREEMENT

Section 1

- 1.1 The Contractor shall purchase the equipment identified in Exhibit B.1., attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit D following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit C, with actual cost to be determined following award of bids for the project equipment.
- 1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicle on the motor vehicle title.
- 1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is understood and agreed that legal title to such equipment shall be immediately transferred to the State or, at the Department's sole discretion, to the Department's written designee.

Section 2

- 2.1 The Contractor shall provide transportation services (hereinafter referred to as the "project") to seniors and individuals with disabilities as more specifically described in its Application to the Department and in compliance with FTA Section 5310 Program Guidelines, FTA Circular C9070.1G and subsequent revisions.
- 2.2 The Contractor shall coordinate its project with similar transportation services in its region, with coordination to include vehicle sharing, time-sharing, joint purchase, or consolidation of services, where feasible. Failure to exhibit good-faith efforts to coordinate, as determined by the Department upon collaboration with the affected Regional Coordinating Council(s) (RCC), may be deemed a breach of contract.
- 2.3 The Contractor is responsible for all vehicle operating costs. The Contractor further agrees to provide sufficient funds to operate, maintain, and insure the project equipment throughout its useful life for transportation to seniors and individuals with disabilities.
- 2.4 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the FTA Circular 5010.1E, or most recent, and the State Management Plan, which are hereby incorporated by reference. If during the term of this Contract any project equipment is not used in the manner herein described, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.
 - 2.4.1 The Contractor agrees to pay to the Department the fair market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.

- 2.5 During the full period of this Contract the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.
- 2.6 The Contractor shall secure automobile liability insurance commensurate with requirements set forth by the affected RCC. At a minimum, coverage shall be for a minimum of \$1,000,000 combined single limit coverage to protect itself and the State of New Hampshire from claims arising from property damage and personal injury. A copy of the insurance certificate shall be forwarded to the Department within 30 days of vehicle delivery. Insurance hereunder shall be affected under standard form valid and enforceable policies issued by insurers authorized to write insurance in the State of New Hampshire. The State of New Hampshire, Department of Transportation, must be listed as additional insured and Certificate Holder.
- 2.7 The Contractor shall implement and carry out a driver training program that meets or exceeds the Department's standards, as determined by the Department's Rural Transit Assistance Program (RTAP) committee. At time of execution, the minimum trainings include defensive driving, passenger assistance, and emergency evacuation procedures.

Section 3

- 3.1 The term of this Contract shall commence upon G&C approval and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

- 4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5310 Capital grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.
- 4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.
- 4.3 The Department will conduct periodic reviews to ensure compliance with such obligations. Notable federal requirements include, but are not limited to, developing and/or implementing a Board-approved Title VI (Civil Rights) plan and ensuring all services are compliant with Americans with Disabilities Act (ADA) guidelines.

Section 5

- 5.1 The Contractor shall submit to the Department a Quarterly Productivity Report on the form and according to the schedule required by the Department. The Department may require additional reports be submitted as deemed necessary, such as those designed to enhance RCC activities or ensure FTA compliance.

Section 6

- 6.1 To the extent necessary in carrying out the project, the contractor shall conform its cost accounting practices and standards to those required by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), which is incorporated herein by reference.

- 6.2 The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all project equipment, all transportation services rendered by the Contractor, and all relevant project data records, as determined by the Department, the Comptroller General, and the Secretary of Transportation or their authorized representatives. The Contractor shall also permit the above-named persons to audit the books, records, contracts, and accounts of the Contractor pertaining to the project.

Section 7

- 7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:
- d. The Contractor uses the vehicle in service for seniors and individuals with disabilities for less than 10,000 miles per year;
 - c. The Contractor takes any action pertaining to this Agreement without the approval of the Department, and which under the procedures of this Agreement, would have required the approval of the Department;
 - f. The commencement, prosecution, or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible, or illegal;
 - g. The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

- 8.1 The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department and from and against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts, omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.
- 8.2 The Contractor hereby covenants and agrees that at all times during the grant term, it will maintain or will ensure that there is in effect statutory workers' compensation and employers' liability insurance for all employees of the Contractor engaged in operation of the project hereunder, and in case any such work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all employees of the subcontractor.
- 8.3 Notwithstanding anything to the contrary contained herein, nothing in this Contract is intended to act as a waiver of the sovereign immunity of the Department or of the State.

Section 9

- 9.1 The Director of Aeronautics, Rail and Transit of the Department shall be the representative of the Department hereunder, hereinafter referred to as the Contracting Officer. In the event of any dispute hereunder, the interpretation of this Agreement by the Contracting Officer, and his/her decisions on any dispute, shall be final.
- 9.2 This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
- 9.3 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract to any benefit arising there from.

- 9.4 No member, officer, or employee of the Contractor during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- 9.5 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation on continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds for this purpose, 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 these funds, the State shall have the right to terminate this agreement, effective immediately, by giving the Contractor fifteen (15) days written notice of such termination.

Granite State Independent Living

EXHIBIT C

BUDGET

1. The Contract price, as defined in Section 1.8 of the General Provisions, is comprised of FTA Section 5310 (\$51,000.00) and State Capital Match (\$4,500.00), whereas the total project cost is \$60,000.00 and includes additional local match funds (\$4,500.00) to be provided by Granite State Independent Living. The table below summarizes the funds:

Project Description	Qty.	FUNDING			
		FTA 5310 Funds	State Capital Match	Local Match	Total Project Cost
FTA Section 5310					
ADA accessible minivan	1	\$51,000	\$4,500	\$4,500	\$60,000
Total Contract Funds		\$51,000	\$4,500	\$0	\$55,500

- a. Funds are contingent upon Federal and State appropriations.
2. The Contractor shall submit appropriate documentation consistent with Federal small purchase guidance to NHDOT for review and approval prior to any procurement, as further detailed in Exhibit B. Upon written approval from NHDOT, the Contractor may proceed with the procurement and submit an invoice to the NHDOT for reimbursement of project expenses in compliance with Federal guidance, including FTA Third Party Procurement guidelines per FTA Circular 4220.1F or most recent.

Granite State Independent Living

EXHIBIT D

VEHICLE LIST

NH-16-X047	2019 Ford Transit 350EL	1FDVU4XMXXKB71691
NH-16-X047	2019 Ford Transit 350EL	1FDVU4XM1KKB71692

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 GRANITE STATE INDEPENDENT LIVING is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1980. 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: 63257

Certificate Number: 0005748124



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Granite State Independent Living

Resolution of the Board of Directors

The undersigned, being the Secretary of Granite State Independent Living, a New Hampshire voluntary corporation ("Corporation), does hereby certify that the Board of Directors of the Corporation did approve the resolutions set forth below, at a duly called meeting of the Board of Directors held on April 22, 2022.

WHEREAS: The Board of Directors of Granite State Independent Living, otherwise known as GSIL,

WHEREAS: The Federal Transit Act of 1964, as amended, 49 U.S.C. 5310, provides for capital grants to private non-profit corporations and associations for the purpose of assisting them in providing transportation services meeting the special needs of elderly and disabled persons for whom mass transportation services are unavailable, insufficient, or inappropriate; and

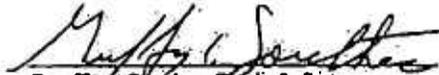
WHEREAS: the Governor of the State, in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA), has designated the Department to evaluate and select projects proposed by private not-for-profit organizations and to coordinate the grant applications; and

WHEREAS: The State and Granite State Independent Living the Contractor desire to secure and utilize grant funds for the transportation needs of the elderly and disabled citizens of the State of New Hampshire.

NOW THEREFORE BE IT RESOLVED: That the Board of Directors of Granite State Independent Living authorizes the Chief Executive Officer, Deborah Ritcey to sign for the agency and enter into Agreement 5310 Elderly and Persons with Disabilities Program with the State of New Hampshire, Department of Transportation for the purpose of purchasing said vehicle.

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof for the next thirty (30) days; and the following person has been duly elected and now occupy the office indicated below.

DATED: 4/27, 2022

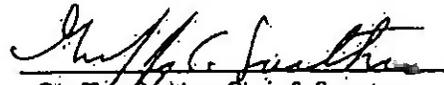

Geoffrey Southor, Chair & Secretary



Granite State Independent Living

Certificate of Vote

- I, Geoffrey Souther a do hereby certify that:
1. I am duly elected Secretary of Granite State Independent Living.
 2. The foregoing are true copies of resolutions duly adopted via a vote of the Board of Directors, duly held on April 22, 2022.
 3. The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof.


 Geoffrey Souther, Chair & Secretary

Certificate of Authority

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 27th day of April 2022 before me, Geoffrey Souther, the undersigned Officer, personally appeared Geoffrey Souther who acknowledged himself to be Secretary of Granite State Independent Living, a Corporation, and that he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal:

SEAL:




 , Notary Public

My Commission Expires: 11/18/2025

Client#: 492954

GRANISTA6

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/04/2022

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Brenda Buck CPCU, CIC, CPIW PHONE (AC, No, Ext): 855 874-0123 FAX (AC, No): E-MAIL ADDRESS: branda.buck@usi.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Co. NAIC # 18058 INSURER B : Granite State Healthcare & Human Svc WC NONAIC INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Granite State Independent Living 21 Chenell Drive Concord, NH 03301	

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	ADD SUBR (NSB, Y/W)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2376095	02/01/2022	02/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (E & P) (per occ) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2376098	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB802172	02/01/2022	02/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	HCHS20220000556 3A States: NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured Status Is Provided When Required By Contract with respect to the Commercial General Liability
 Veh# 11 - 2019 Ford Transit 350 Wagon WAG VIN# 1FDVU4XMKKB71691
 NH; Coverages - Liability; ; PIP; ; Med. Pay: 5,000; Uninsured Motorist /1,000,000; Comprehensive: 500 Ded.; Collision: 1000
 (See Attached Descriptions)

CERTIFICATE HOLDER The State of NH Dept. of Transportation Bureau of Rail & Transit PO Box 483 Concord, NH 03301	CANCELLATION 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 <i>See Not</i>
--	--

DESCRIPTIONS (Continued from Page 1)

Ded.; ACV

Veh# 12 - 2019 Ford Transit 350 Wagon WAG VIN# 1FDVU4XM1KKB71692

NH; Coverages - Liability; ; PIP.; Med. Pay: 5,000; Uninsured

Motorist /1,000,000; Comprehensive: 500 Ded.; Collision: 1000

Ded.; ACV

RECEIVED
FEB 14 2022
RAIL & TRANSIT

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: Granite State Independent Living

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	_____

Certifications and Assurances

Fiscal Year 2022

- 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: Granite State Independent Living



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 2022

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 Debi R

Date: 2/8/2022



Name Deborah Ritcey, President & CEO

Authorized Representative of Applicant

FFY 2021 MASTER AGREEMENT

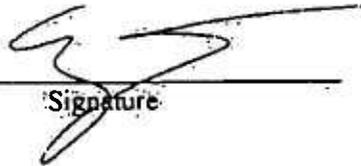
ACKNOWLEDGEMENT OF RECEIPT

The Federal Transit Administration (FTA) Federal Fiscal Year 2021 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 2021 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.

Granite State Independent Living (GSL) 2/8/2021
Name of Agency Date

Christopher Purinton
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: Granite State Independent Living

Granite State Independent Living, 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: **TBD**

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): **TBD**

Federal Award Date: **TBD**

Contact information for sub-awarding official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit

Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

Is this award for research and development? **No**

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

Subrecipient/Contractor Information:

Subrecipient/Contractor Name: **Granite State Independent Living**

Subrecipient/Contractor DUNS number: **118084276**

Subrecipient/Contractor SAM.GOV registration: **DS1LEVPTQ9G1**

Name of authorizing subrecipient/contracting official: **Deborah Ritcey**

Title of authorizing subrecipient/contracting official: **President/CEO**

Federal Clauses: **N/A**

Master Agreement/Certifications and Assurances: **Yes**

Subrecipient/Contractor Federal indirect cost rate:

(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)).



FTA and 2 CFR 200 Agreement

Revised 11/30/2021

Subaward Period of performance:

Start Date: TBD End Date: 6/30/24

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

For FFY: 2022 Section: 5310 Capital Amount: \$51,000.00

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

For FFY: 2022 Section: 5310 Capital Amount: \$51,000.00

Pass-through requirements:

The Subrecipient/Contractor, Granite State Independent Living, agrees to meet all requirements imposed by the pass-through entity (NH DOT) 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, Granite State Independent Living agrees to any additional requirements that the pass-through entity (NH DOT) imposes on the subrecipient in order for the pass-through entity (NH DOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The Subrecipient/Contractor, Granite State Independent Living agrees to permit the pass-through entity (NH DOT) 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: 4/27/22

Name of authorizing subrecipient/contracting official: Deborah Ritcey

Title of authorizing subrecipient/contracting official: President/CEO

Signature of authorizing subrecipient/contracting official: Deborah Ritcey



2021-2022 BOARD OF DIRECTORS

Chair & Secretary

Geoffrey Souther (2023-2)

1st Vice Chair

Lorna Greer (2023-1)

2nd Vice Chair

Rev. Edward L. Costa Jr (2022-1)

Treasurer

Ken Traum (2022-2)

Theo Vougias (2022-2)C/O Devine Millimet

Iris Polley (2022-1)

Dave Qualey (2022-1)

Mavin Ennis (2022-1)

Barry Smukler (2022-1)

Kyra Leonard (2023-1)

**Data Collection Form for Reporting on
AUDITS OF STATES, LOCAL GOVERNMENTS, INDIAN TRIBES,
INSTITUTIONS OF HIGHER EDUCATION, AND NONPROFIT ORGANIZATIONS
for Fiscal Period Ending Dates in 2019, 2020, or 2021**

PART I: GENERAL INFORMATION REPORT ID: 871205 VERSION:

1. Fiscal Period a. Start Date: <input type="text" value="10/1/2019"/> (MM/DD/YYYY) b. End Date: <input type="text" value="9/30/2020"/> (MM/DD/YYYY)	2. Type of Uniform Guidance Audit <input checked="" type="checkbox"/> Single audit <input type="checkbox"/> Program-specific audit	3. Audit Period Covered <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Biennial <input type="checkbox"/> Other: Number of Months <input type="text"/>
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4. Auditee Identification Numbers a. Auditee Employer Identification Number (EIN) <input type="text" value="02-0350170"/> b. Are multiple EINs covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No c. If Part I, Item 4b is Yes, complete the attached Auditee EIN Continuation Sheet.	d. Auditee Data Universal Numbering System (DUNS) Number <input type="text" value="11-808-4276"/> e. Are multiple DUNS numbers covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No f. If Part I, Item 4e is Yes, complete the attached Auditee DUNSE Continuation Sheet.
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5. Auditee Information a. Auditee Name <input type="text" value="GRANITE STATE INDEPENDENT LIVING"/>	6. Primary Auditor Information a. Audit Firm/Organization Name <input type="text" value="LEONE, MCDONNELL & ROBERTS, P.A."/> b. Audit Firm/Organization EIN <input type="text" value="02-0417217"/> c. Audit Firm/Organization Address Number and Street: <input type="text" value="S NELSON STREET"/> City: <input type="text" value="DOVER"/> State: <input type="text" value="NH"/> Zip Code: <input type="text" value="03820"/>
d. Auditee Address Number and Street: <input type="text" value="23 CHENELL DRIVE"/> City: <input type="text" value="CONCORD"/> State: <input type="text" value="NH"/> Zip Code: <input type="text" value="03301"/>	e. Auditor Contact Name: <input type="text" value="SHAUNA BROWN"/> Title: <input type="text" value="SHAREHOLDER"/> Auditor Contact Telephone: <input type="text" value="(603)749-2700"/> Auditor Contact E-mail: <input type="text" value="SBROWN@LMRPA.COM"/>

f. Auditee Contact Name: <input type="text" value="JILL BILLE"/> Title: <input type="text" value="CHIEF FINANCIAL OFFICER"/> Auditor Contact Telephone: <input type="text" value="(603)410-6530"/> Auditor Contact E-mail: <input type="text" value="JBILLE@GSILO.ORG"/>	g. Was a secondary auditor used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No h. If Part I, Item 6g is Yes, complete the attached Secondary Auditors Contact Information Sheet.
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Sara O'Dougherty

Qualifications Summary: Customer oriented professional with supervisory and/or Team Leader experience. Strong administrative and organizational skills to plan, manage, and execute day-to-day office operations. Experience in payroll preparation, billing, and knowledge of DOT regulations. Demonstrated ability to listen, communicate (written and verbal) with all levels of staff, vendors, and clients. Good decision-making skills and the ability to function well under stress while working in a fast-paced environment.

Education:

Granite State College-Concord, NH

June 2011

Bachelor's Degree - Business Management

- GPA 3.69

Employment:

Granite State Independent Living – Concord, NH

August 2015 – Present

Transportation Manager

- Coordinate the transportation needs of GSIL consumer, broker clients as well as those within the public seeking (mainly) wheelchair accessible transportation.
- Ensure that several company, funding agencies and governmental reports (that document the variety of services we provide each month) are generated.
- Oversee the maintenance of company vehicles to ensure the highest level of safety and efficiency.
- Oversee and actively participate as a State Certified School Bus Driver Trainer the training of all drivers including those with a school bus certificate
 - Maintain all driver qualification files .
- Participate in: NH Transportation Assistance Program, NH State Coordinating Council for Community Transportation & Region 3-NHRCC

Student Transportation of America - Bradford, NH

July 2013 – March 2015

Training Supervisor

State Certified Driver/ School Bus Driver Trainer

- Prepare & maintain driver/monitor files of staff of 60+ including all documents for their required background checks & clearances, school bus, first aid & CPR certifications, physicals & licensing for state & company records
- Prepare & submit all weekly, monthly & annual reports of this training to pupil transportation with the state of NH as well as direct report supervisor with company

School Bus Driver - STA

Oct. 2010 – March 2015

- Provide safe, reliable transportation to school age children to & from school
- Prepare daily & weekly reports & paperwork necessary to document this task such as pre/post trip reports, mileage logs & student counts

Krystal's Restaurant - Aiken, SC

July 2008 - July 2009

Shift Manager

- Assisted General Mgr with the shift operations
- Supervised crew of between 5-10 during the breakfast and lunch shifts
- Assigned specific tasks during shifts to optimize customer service. At end of the shift, I counted the drawers for the shift and prepared the deposits
- Processed shift inventory: ordered supplies based on need

Laidlaw Education Services – Peterborough, NH

June 2000 – April 2007

Branch Manager

- Successfully coordinated the day-to-day operations for the safe transportation of roughly 10,000 students for 4 separate school districts simultaneously
- This included assigning bus routes to drivers, reviewing the daily maintenance schedule to ensure that there are plenty of safe buses for each run, and help with training new and veteran drivers to keep in compliance with DOT standards.
- Processed weekly payroll for branch staff
- Processed branch invoices for billing
- Successfully maintained a monthly budget
- Oversaw maintenance of over 100 staff and vehicle files for DOT and company criteria
- Processed the necessary documentation of branch operations for company, including daily, weekly, monthly and annual reports
- Directed the recruitment of over 100 branch positions
- Trained, supervised and evaluated staff, coached improvements; resulted in multilateral staff achievement of work objectives
- Successfully refined and implemented new projects
- Maintained a very high level of customer satisfaction

Laidlaw Education Services (other positions)Driver Trainer – State Certified

March 1997 – Present

School Bus Driver

Nov. 1996 – March 1997

Relevant Experience & Accomplishments:

- Organized church fundraiser -
8 separate venues featuring different performances
- Girl Scout Troop Leader
- Little League Softball Coach
- Honored as Branch Manager of the year for 2005 by Company District Managers
- Dean's list with Granite State College

DEBORAH RITCEY

deborahritcey@gmail.com

22 James Street Ext., Derry, NH 03038

603.479.5006

GRANITE STATE INDEPENDENT LIVING, NH

7/2019-PRESENT

PRESIDENT AND CHIEF EXECUTIVE OFFICER

- Work with Board to fulfill GSIL's mission.
- Provide leadership and direction for the implementation of organization's mission, values, and philosophy.
- Develop and maintain resources to ensure financial health.
- Oversees the administration, programs, and strategic planning of the organization.
- Responsible for development and management of GSIL's yearly budget of \$20m.
- Engage in Funding opportunities.
- Active in the political landscape to ensure positive relationships with the community at large.
- Review and approve all contracts for GSIL.

THRIVE SKILLED PEDIATRIC CARE, WAKEFIELD, MA

7/2017-6/2019

NATIONAL DIRECTOR CONTRACTING; 4/19-PRESENT

- Responsible for the fiscal viability of all revenue contracts: Medicaid, Managed Care, School Districts and Vendors in 8 states (TX, KS, CO, NC, VA, GA, AL, NM); Annual revenue from contracts \$106m.
- Developed pay for performance contracts.
- Identified opportunities for new revenue streams.
- Participated at state fair hearings regarding reimbursement setting.

NATIONAL DIRECTOR REVENUE CYCLE MANAGEMENT; 12/17-4/19

- Interim promotion to build a new centralized revenue team.
- Annual revenue collections of \$80m in 5 states (TX, KS, CO, NC, VA).
- Oversaw the day-to-day operations of revenue team.
- Produced financial reports for Board of Managers.
- Responsible for the fiscal viability of all payor contracts: Medicaid, Managed Care, School Districts and Vendors.
- Oversaw the day-to-day operations of admissions for TX.

PAYOR CONTRACT MANAGER: 7/17-11/17

- Identified all payor contracts and reimbursement structure for 5 states (TX, KS, CO, NC, VA).
- Responsible to review all contract due diligence on all acquisitions.
- Negotiated or renegotiated all contracts, which included managed care, Medicaid, School Districts.
- Represent company at State fair hearings around reimbursement.

ELLIOT HEALTH SYSTEM, MANCHESTER, NH

3/2017-6/2017

MANAGER, MANAGED CARE CONTRACTING

- Negotiated reimbursement rates for managed care payor contracts.
- Provided assistance to care coordinators and revenue cycle staff to resolve payment discrepancies.
- Implemented contracted performance standards.
- Established and maintained positive relationships with the managed care payors.

WELL SENSE HEALTH PLAN, MANCHESTER, NH

4/2015-3/2017

DIRECTOR CONTRACTING & PROVIDER ENGAGEMENT

- Evaluated, analyzed and negotiated provider contracts.
- Directed contracting staff in negotiations and re-negotiations of provider agreements in support of development of new networks, and re-contracting in support of changes in funding or reimbursement methodology.
- Worked with key internal stakeholders to develop and maintain provider network adequacy standards based on requirements and criteria established by regulatory and accrediting entities.
- Identified cost improvement measures.
- Developed and implemented quality measures for provider contracts.
- Coordinated responses and reports for the Department of Health and Human Services.
- Key internal & external stakeholder for MCO implantation.

Deborah Ritcey

SENIOR WHOLE HEALTH, CAMBRIDGE, MA
CONTRACT MANAGER;

12/2011-4/2015
8/2014-4/2015

- Responsible for the evaluation, analysis, negotiation, execution, implementation, and on-going management of provider contracts.
- Lead contractor for all Risk-Based and Shared Savings contracts.
- Owner of relationship management for home & community-based providers and EOHHS
- Identified cost improvement measures.
- Developed and implemented quality measures in new contracts.

MANAGER, NETWORK DEVELOPMENT; 3/2013-11/2013

- Developed and implemented provider recruitment strategies in targeted markets to ensure network adequacy.
- Monitored contract financials and quarterly performance.
- Identified barriers to achieving contracting goals and recommend solutions.

NETWORK DEVELOPMENT SPECIALIST; 12/2011-3/2013

- Lead contractor on state Integrated Care Organization demonstration project for community-based organizations (ASAP, ILC, RLC, DD, PCMA, etc).
- Owner of relationship management for community providers.
- Identified cost improvement measures.
- Implemented quality measures in new contracts.

NORTHEAST INDEPENDENT LIVING PROGRAM, LAWRENCE, MA
DIRECTOR, PERSONAL CARE SERVICES

11/2013-8/2014

- Maintained clear communication with Executive Director regarding program progress and challenges.
- Ensured program was meeting all contractual obligations from funders.
- Negotiated all Managed Care contracts.
- Provided supervision, training and direction to program staff on proper program policies and procedures.
- Completed quarterly and biannual reports as required by agency board of directors and EOHHS.
- Maintained tracking system of program referrals and assign referrals to program staff.
- Held regular meetings with program staff to coordinate and maintain service delivery to consumers.
- Developed and maintained system of quality assurance reviews of consumer files and service documentation.
- Communicated with Fiscal Intermediary as needed to ensure correct service delivery.
- Developed relationships and communicated with MassHealth and EOHHS as needed.
- Participated in State budgetary Hearings.
- Attended trainings or informational sessions in relation to Personal Care Attendant Program.
- Performed community outreach and marketing to develop referral sources and increase community knowledge and awareness of program services.

DR LOGISTICS, DERRY NH
SELF-EMPLOYED, CONSULTANT SERVICES

12/2010-12/2011

EVERCARE, QVATIONS, A UNITED HEALTH CARE COMPANY, WALTHAM, MA
ASSOCIATE DIRECTOR, NETWORK OPERATIONS AND CONTRACTING.
MANAGER, PROVIDER RELATIONS

12/2007-12/2010

GENESIS HEALTHCARE, ANDOVER, MA
MANAGER, BILLING AND COLLECTIONS
NETWORK IMPLEMENTATION COORDINATOR

1/2003-12/2007

SALTER SCHOOL, TEWKSBURY, MA
ADJUNCT INSTRUCTOR

9/2003-12/2007

TUFTS HEALTH PLAN, Watertown, MA
SUPERVISOR, PROVIDER RELATIONS
PROVIDER RELATIONS SPECIALIST
CUSTOMER SERVICE REPRESENTATIVE

8/1997-1/2003

Deborah Ritcey

EDUCATION

Master of Public Administration, Suffolk University, Boston, MA

PROFESSIONAL

- 2nd Vice Chair, NH Statewide Independent Living Council
- Council Member, State Coordinating Council for Community Transportation, NH
- Advisory Member, Alliance for Health Aging, NH
- Advisory Member, Assistive Technology in New Hampshire
- Member, Disability Community Planning Group, NH
- Advisory Member, Electronic Visit Verification Council, NH
- Past 1st Vice Chair, Committee Chair Governance & CEO Search Committees, Granite State Independent Living, Concord, NH
- Past Stakeholder, MA PCA Workforce Council
- Hospice Volunteer
- Past Board of Director, the Northeast Independent Living Program, Lawrence, MA
- Past Advisory Board Member, SWH Whole Health ICO, Cambridge, MA
- Past Advisory Board, Salter School, Tewksbury, MA
- Past Board of Director, Waltham Communities Inc., Waltham, MA
- Past President, Treasurer, & Board Member, MA Spina Bifida Association, Melrose, MA