



THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

Bureau of Rail & Transit
May 5, 2025

REQUESTED ACTION

Authorize the Department of Transportation (NHDOT) to enter into an agreement with RLS & Associates, Inc. (Vendor # 248064), Dayton, Ohio, Project #68090J, for an amount not to exceed \$985,000 for the management of the New Hampshire Rural Transit Assistance Program (NHRTAP), effective upon Governor and Council approval through June 30, 2030, with the option to renew for an additional term of up to five years. 100% Federal Funds.

Funding is available in State Fiscal Year 2025 and is contingent upon the availability and continued appropriation of funds in FY 2026, FY 2027, FY 2028, FY 2029, and FY 2030 as follows, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

Table with 4 columns: Line Item, FY 2025, FY 2026, FY 2027, FY 2028, FY 2029, FY 2030. Row 1: 04-96-96-964010-2916 Public Transportation 072-509073 Contracts. Values: \$50,000, \$245,000, \$140,000, \$200,000, \$170,000, \$180,000.

EXPLANATION

The Department has available Federal Transit Administration (FTA) §5311 Rural Transit Assistance Program (RTAP) funding that is apportioned to each state for technical assistance, training, research, and support services for rural public transit; these funds cannot be used for the direct delivery of transportation services.

The subject NH RTAP contract will provide consultant services to manage NH's Federal Transit Administration (FTA) State Rural Transit Assistance Program funds that are specifically availed to assist in the design and implementation of training and technical assistance projects and other support services tailored to meet the needs of non-urbanized transit operators. Notable consultant tasks include developing and delivering training programs, resource and guidance document creation, scholarship program administration, technical assistance, and access to transit and FTA subject matter experts. This contract aims to not only address immediate training and technical assistance needs, but to also build long-term capacity and resilience within rural transit agencies by training and supporting their staff so that safe, reliable, and compliant transit services can continue to be provided throughout the State to NH residents and visitors.

The Department developed a Request for Proposals (RFP) to obtain a consultant to manage the NHRTAP as outlined in Exhibit B, Scope of Services, and Exhibit D, Tasks 1 – 8. Tasks included in the RFP and prevailing contract include Project Management, Driver Training, Website Management & Maintenance, Technical

Assistance, Event Coordination, and Specialized Training & Projects. The scope of work outlined in Exhibit D, Tasks, will provide the Department with subject matter expertise, consultation, and management of FTA RTAP eligible services and programs.

The Department issued this RFP, RFP NHDOT 2025-FTA001 (SFY 2025 FTA §5311 New Hampshire Rural Transportation Assistance Program Services), on November 1, 2024, with a submission deadline of January 15, 2025. The Department received responses from two (2) firms: Steadman Hill Consulting and RLS & Associates, Inc.

A NHRTAP Program Management evaluation committee that consisted of Fred Butler (Public Transportation Administrator, NHDOT), Cathy Cormier (Compliance Specialist, NHDOT), and Carole Zangla (Chief Operating Officer, Grafton County Senior Citizens Council and NHRTAP Advisory Committee member), reviewed and scored the proposals in February 2025. The proposals were scored based on the agency's proposed approach to program delivery, qualifications, and experience of the firm, qualifications and experience of the project staff, cost proposal. NHDOT's final proposal scoring and ranking as follows, and a more detailed rating sheet is attached:

- |                                      |                  |
|--------------------------------------|------------------|
| 1. <b>RLS &amp; Associates, Inc.</b> | <b>Score: 92</b> |
| 2. Steadman Hill Consulting          | Score: 87        |

The evaluation committee's ranking and recommendation to enter contract negotiations with RLS & Associations, Inc. was submitted to, and approved by, Shelley Winters, the Director of the Division of Aeronautics, Rail & Transit, in March 2025. Upon Director approval, contract terms were negotiated with RLS & Associates, Inc. and are presented as the subject contract. This subject contract includes a detailed scope of work, including tasks and activities, and would be in effect through June 30, 2030, with an option to extend the agreement, subject to Governor and Council approval, by an additional term of up to of five years.

Funding for this project includes \$985,000 of FTA §5311 Rural Transit Assistance Program Funds (100% Federal).

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

This Agreement has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available pending enactment of the Fiscal Year 2026, FY 2027, FY 2028, FY 2029 and FY 2030 budgets. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



William J. Cass, P.E.  
Commissioner

Attachments

**COMMITTEE CONSENSUS RATING**

**Request for Proposals: NHRTAP RFP NHDOT 2025-FTA001**

<b>OFFEROR NAME</b>	Steadman Hill Consulting	RLS & Associates
<b>SCORES FOR EACH QUESTION (TECHNICAL PROPOSAL)</b>		
Question 1 (Q1): Proposed Approach to delivering the Scope of Services (Maximum Value/Score = 40 Points)	33	36
Question 2 (Q2): Organizational Capabilities (resources) and Experience for the Vendor's Firm (Maximum score/value = 30 points)	27	28
Question 3 (Q3): Staff and Subconsultant Qualifications (Maximum score/value = 10 points)	9	9
TOTAL SCORE FOR ALL Questions (Maximum 80 Points) Should a vendor fail to achieve fifty-six (56) Points in the preliminary technical scoring, it will receive no further consideration from the evaluation team and the vendor's cost proposal will be returned unopened.	<b>69</b>	<b>73</b>
1.30.25 Final Tech Scores		
<b>SCORES FOR COST PROPOSAL</b>		
Vendors Total Cost (based on formual) (Maximum Value/Score = 15 points)	13	15
Vendor's Cost Proposal Budget Narrative Evaluation (Maximum Value/Score = 5 points)	5	4
Total Score for all factors (Maximum Value/Score = 20 points)	<b>18</b>	<b>19</b>
2.4.25 Final Cost Scores		
<b>Total Technical and Cost Proposal (Maximum Value/Score = 100 Points)</b>	<b>87</b>	<b>92</b>

The selected vendor is highlighted in green

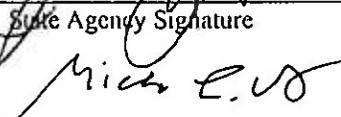
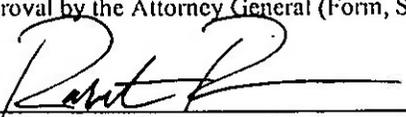
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Dr., Concord, NH 0302-0483	
1.3 Contractor Name RLS & Associates, Inc.		1.4 Contractor Address 3131 Dixie Hwy., Suite 545, Dayton, OH 45439	
1.5 Contractor Phone Number 937-299-5007	1.6 Account Unit and Class 04-96-96-964010-291 6-072-500575	1.7 Completion Date 06/30/2030	1.8 Price Limitation \$985,000
1.9 Contracting Officer for State Agency Fred Butler, Public Transportation Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-265	
1.11 Contractor Signature  Date: 4/11/25		1.12 Name and Title of Contractor Signatory ROBBIE L. SABLES, PRESIDENT	
1.13 State Agency Signature  Date: 04/14/25		1.14 Name and Title of State Agency Signatory Michelle Winters, Director of Aeronautics, Rail & 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: April 16, 2025			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

  
 Contractor Initials \_\_\_\_\_  
 Date 4/14/25

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 Task List

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

Federal Clauses

Certifications and Assurances

FTA Master Agreement

**RLS & Associates, Inc.**  
**Exhibit A**  
**Special Provisions**

- A.1** Amend P-37 Section 2. **“Services To Be Performed”** by adding the following:
- 2.1 The Contractor may change services to be performed only with the prior written approval of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.
- A.2** Amend P-37 Section 5. **“Contract Price/Price Limitation/Payment”** by adding the following:
- 5.5 At the discretion of the State, failure of the Contractor to reasonably address delays related to the Exhibit B: Scope of Services or Exhibit D: Tasks may result in payments being withheld until requested actions have been completed to the satisfaction of the State.
- A.3** Amend P-37 Section 9 **“Termination”** by adding the following:
- 9.3 The Termination Report must be approved by the State and the Federal Transit Administration (FTA) prior to final payment.
- 9.4 Completion of Services; Payment of Price. Excepting those obligations of the Contractor, which by the terms of this Contract, do not expire on the Completion Date, upon the completion of the Services and upon payment of the Contract Price, this Contract, and all obligations of the parties hereunder shall cease and neither party shall have further recourse under the Contract.
- A.4** Amend P-37 Section 10. **“Property Ownership/Disclosure”** by adding the following:
- 10.4 The following restrictions apply to all subject data first produced in the performance of this Contract:
- 10.4.1 Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the State, until such time as the FTA may have either released or approved the release of such data to the public.
- 10.4.2 As authorized by 2 CFR 200, the FTA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a Contract, cooperative agreement, subcontract, or third party Contract, irrespective of whether a copyright has been obtained; and any

rights of copyright to which a recipient, subrecipient, or third party contractor purchases ownership with Federal assistance.

- 10.5 It is FTA's intent to increase the body of mass transportation knowledge. Therefore, the Contractor understands and agrees that in addition to the rights set forth in 10.4 above, FTA may make available to any recipient, subcontractor, Contractor, or subcontractor its license in the copyright to the data derived under this Contract or a copy of the data first produced under this Contract.
- 10.6 The Contractor shall indemnify, save, and hold harmless the State and United States, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation of the proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract.
- 10.7 Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any license or other right otherwise granted to the United States under any patent.
- 10.8 All "property" identified in Section 10.1, including, material furnished to the Contractor by the State or United States and incorporated in the work furnished under the Contract; shall be identified by the Contractor at the time of delivery of such work.
- 10.9 In the event that the project is not completed for any reason, all data developed under the project shall become subject Data as defined in Section 10.4 and shall be delivered as the State or FTA may direct.
- 10.10 Credits and Copyright Ownership
  - 10.10.1 All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Transportation, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Transportation."
  - 10.10.2 All written, video, and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution, or use.

10.10.3 The Department will retain copyright ownership for all original materials produced, including, but not limited to:

- 10.10.3.1. Brochures.
- 10.10.3.2. Resource directories.
- 10.10.3.3. Protocols.
- 10.10.3.4. Guidelines.
- 10.10.3.5. Posters.
- 10.10.3.6. Reports.

10.10.4 The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

A.5 Amend P-37 Section 12. “**Assignment/Delegation/Subcontracts**” by adding the following:

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

12.6 **Subcontract Approvals.** The Contractor shall request NHDOT approval prior to entering into agreements with subconsultants. The Contractor (prime consultant) shall, at a minimum, provide to NHDOT a copy of the draft agreement, copy of a certificate of insurance, certificate of good standing, and responsibility determination. At a minimum, the prime consultant shall ensure that subconsultants can comply with all the contractual terms and conditions and federal requirements under the contract and have the technical expertise and financial ability to conduct such work.

A.6 Amend P-37 Section 14. “**Insurance**” by adding the following:

14.4 The Contractor shall obtain and maintain in force automobile and professional liability (error and omission) insurance in the amount of at least one million dollars (\$1,000,000) for each.

A.7 Amend P-37 Section 18. “**Amendment**” by adding the following:

18.1 At the discretion of the State, the Contract term may be extended by an additional term of up to five (5) years, subject to the contracting parties’ prior written agreement and Governor and Executive Council approval.

- 18.1.1 The Contractor shall notify the State no sooner than 12 months before the completion date and no later than 6 months before the completion date that the Contractor wishes to extend the term of the Contract for an additional period for up to five (5) years.
- 18.1.2 Upon receipt of said notice, the State may extend the term of the Contract in increments defined by the state up to a total maximum of five (5) years.
- 18.1.3 If the Contractor and the State cannot agree up on an extended term of the Contract at least 60 days before the end of the term, the Contractor shall terminate the Contract per Section 1.7 “**Completion Date**” of the P-37.

**A.8** Amend P-37 by adding “**Definition**” as Section 27:

**27 Definitions**

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

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

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

**A.9** Amend P-37 by adding “**Accounting, Bookkeeping, and Reporting Requirements**” as Section 28:

**28 Accounting, Bookkeeping, and Reporting Requirements**

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

**28.2 Audits and Inspections.** Between the Effective Date and the Completion Date, and for a period of three (3) years after the FTA grant is closed or the date of the resolution of all matters relating to this Contract, whichever is later, at any time during the Contractor's normal business hours, and as often as the State or FTA may demand, the Contractor shall make available to the State and FTA or their designees all records pertaining to matters covered by this Contract. The Contractor shall permit the State and FTA to audit, examine, and reproduce such records, and to make audits of all contracts, grants, invoices, materials, payrolls, records of personnel, Data (as defined in the P-37 section 10), and other

information relating to all matters covered by this Contract. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Contractor in 1.3 of the P-37.

**28.3 Audit of Contractor's Statement of Direct Labor, Fringe Benefits and Overhead.**

28.3.1 The Contractor shall provide a Statement of Direct Labor, Fringe Benefits, and Overhead upon the request of the State during the contract term. The State has the right to conduct a Risk Assessment in accordance with Section 28.3.3 below.

28.3.2 Should the Department exercise the option to the extend the contract period in accordance with Section 18 above, the Contractor shall provide an Audit of the Contractor's Statement of Direct Labor, Fringe Benefits, and General Overhead (Overhead Audit) along with its overhead rate schedule. The Contractor shall have the audit performed by a certified public accountant and shall ensure the audit is conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the U.S. Government Accountability Office (GAO) and with the cost principles and procedures set forth in part 31 of the Federal Acquisition Regulation (FAR) and/or 2 CFR 200. Additionally, the Contractor shall provide a letter of approval of the audit reports from the Contractor's cognizant federal/state agency.

28.3.3 The Contractor agrees to the Department's performing a risk assessment of the audit report and overhead rate schedule described in Section 28.3.1 above with respect to FAR compliance. The Contractor agrees to an adjusted overhead rate should unallowable costs be found.

**28.4 Audit of Subconsultants Statement of Direct Labor, Fringe Benefits, and Overhead Rate.** In any of the conditions below, the prime consultant should verify that the accuracy of the subconsultant's cost proposal through financial review or certifications, including a review of the subconsultant's overhead rate schedule that supports their proposed or audited overhead rate. The prime consultant shall ensure the subconsultant's expenses follow the cost principles in part 31 of the FAR.

Condition A - If the subconsultant cost of work is \$200,000 or less, then an audit of overhead rates will not be required.

Condition B - If the subconsultant cost of work is greater than \$200,000, then the subconsultant shall either provide an audited overhead rate or provide a proposed overhead rate. If the latter, and the overhead rate is 110% or less, then an overhead rate is not required to be audited. If the overhead rate is greater than

110%, then the subconsultant is required to have an audited overhead rate within twelve months of the subcontract agreement. The cost of the audit would be an allowable expense.

Audits are required to be completed by a Certified Public Accountant (CPA).

Audited overhead rates and Department reviews of the overhead rate schedule will be completed in accordance with Part 31 of the FAR and/or 2 CFR 200 Subpart E.

The overhead rate will be used for the duration of the original contract period. Should the Department exercise the option to extend the contract period, then Conditions A or B shall apply.

**28.4.1 Risk Assessment.** The Contractor/subcontractor agrees to the Department's performing a risk assessment of the subconsultant's audit report and overhead rate schedule described in this Section with respect to FAR compliance. The Contractor/subcontractor agrees to an adjusted overhead rate should unallowable costs be found.

**A.10** Amend P-37 by adding "**Patent Rights**" as section 29:

**29. Patent Rights.**

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

**A.11** Amend P-37 by adding "**Brokerage Representation**" as section 30:

**30. Brokerage Representation.**

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

Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, brokerage fee, gift, or contingent fee.

**A.12** Amend P-37 by adding “**Project Equipment/Property**” as Section 31

31. Project Equipment with a cost more than five hundred (\$500) per unit shall be purchased by the Contractor with prior written approval from the State. If this Contract is terminated, all Project Equipment and Property become the property of the State, and it is understood and agreed that legal title to Project Equipment/Property shall be transferred to the State as soon as feasible. Project Equipment/Property will be disposed of in accordance with FTA Circular 9040.1H, as amended, and the State Management Plan, as amended, unless written approval is grant by the State.

**A.13** Amend P-37 by adding “**Equipment Certification**” as Section 32

32. **Equipment Certification.** The Contractor shall maintain a current inventory listing of all project equipment purchased with funding through this contract that meets the criteria in Section A.12. The Contractor shall complete and submit to the State an annual inventory certification in June, and no later than the last day of the current state fiscal year, (June 30).

**RLS & ASSOCIATES, INC.**  
**EXHIBIT B**  
**SCOPE OF SERVICES**

**B.1. New Hampshire Rural Transit Assistance Program (NHRTAP)**

- 1.1 RLS & Associates, Inc. (hereinafter referred to as the “Contractor”) will be responsible for developing and implementing the New Hampshire Rural Transit Assistance Program (NHRTAP) as detailed within “RFP NHDOT 2025 – FTA001”, which is hereby incorporated by reference, through completion of the tasks outline in this scope of services with the State of New Hampshire Department of Transportation, Bureau of Rail and Transit (hereinafter referred to as the “State”), collectively referred to as the “Parties”.
- 1.2 The NHRTAP program provides technical assistance, research, and training for rural transit and specialized transportation providers in New Hampshire.
- 1.3 The Contractor is responsible for the management of NHRTAP as outlined in Exhibit D, Tasks, including and not limited to, project management; annual work plan development; performance measurement; participation in multiple committees; production of training materials; promoting and delivering training courses; outreach and coordination; facilitating special events (e.g., workshops, Tri-State Transit Conference, NTI trainings); assisting the State with special projects relating to the design, implementation or administration of Federal Transit Administration (FTA) programs; submitting quarterly progress reports to the State; monitoring the success of NHRTAP through user input and feedback. The State may amend tasks at its discretion as deemed necessary for program purposes by copy of written correspondence to the Contractor.
  - 1.3.1 The Contractor shall charge additional fees to trainees, attendees only with approval from the State. Otherwise, the Contractor agrees to accept the terms and conditions for payment for providing NHRTAP Services according to this agreement.
- 1.4 The Contractor is responsible for establishing and maintaining the NHRTAP Information and Resource Center Website with the intent to facilitate information sharing and enhance statewide program delivery; providing a contact telephone number for remote assistance; distributing resource materials (including National RTAP materials); collecting and maintaining available information resources on relevant rural public transit topics; developing timely information briefs and program updates (via website or email); and creating, storing, and distributing relevant training materials.
  - 1.4.1 Website Requirements. The Contractor shall ensure the content for NHRTAP

Information and Resource Center Website identified in Exhibit D, Task 3, and any mobile apps is compliant with technical standard for Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA, and as amended.

- 1.5 The Contractor shall furnish its own staff, materials, tools, equipment, and any other supplies necessary for the satisfactory performance of the work outlined in Exhibit D, Tasks. The State may provide existing training equipment, such as laptops, projectors, and training platforms for use by the Contractor in its conduction of NHRTAP training. The Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of tasks not expressly outlined in the Contract Budget, Exhibit B.
- 1.6 Task 8, Special Projects shall be exercised at the sole discretion of the State. Task 8, Special Projects shall include projects relating to the design, implementation, administration and compliance of FTA programs, especially the FTA §5311 Nonurbanized Area Formula Program.
- 1.7 Task Orders. The Contractor shall develop Task Orders, at the request of the Department, to provide additional details for the Scope of Services for: Task #5 Specialized Training; Task #6: Specialized Technical Assistance; Task #7 Event Coordination; and Task #8 Special Projects.
  - 1.7.1 NHDOT shall notify the Contractor when a task order is required/requested. The Contractor will discuss the details for the Scope of Services including but not limited to the: extent of effort required to complete the task with NHDOT, objectives, roles and responsibilities, deliverables, performance measures, timelines, feasibility and costs. Upon agreement of the level of work and effort, the Contractor shall prepare a Task Order, which at a minimum shall include:
    - 1.7.1.1 Task Order start and completion dates.
    - 1.7.1.2 The purpose of the task and its objectives.
    - 1.7.1.3 Work breakdown structure, which includes description of the activities, timelines, and deliverables for the Scope of Services.
    - 1.7.1.4 Identified staff assigned to the task and their level of effort, including roles and responsibilities.
    - 1.7.1.5 Performance measures and reporting requirements.
    - 1.7.1.6 Budget with rates for each staff person, indirect cost rates (overhead), fixed fees, direct expenses, and any subconsultants costs.
  - 1.7.2 The Contractor shall submit the prepared task order for NHDOT review and shall negotiate terms regarding any matters other than the hourly rates, indirect cost rates (overhead) and fixed fees established in the original/base contract with NHDOT. The Contractor will revise the draft task order as agreed by the Contractor and the Department.

- 1.7.3 Upon NHDOT approval, the Contractor shall sign the task order and send to NHDOT for final signature and authorization to proceed.
- 1.7.4 The Contractor's activities on each task order must conform with the description in the approved task order. The State will routinely monitor the Contractor's activities and maintain contact with the Contractor.
- 1.7.5 The Contractor shall include the Task Orders in the Project Management's Work Plan in accordance with Exhibit D Tasks, Task I Project Management.

**RLS & ASSOCIATES, INC.**

**Exhibit C**

**Budget**

C.1 The Contract price, as defined in Section 1.8 of the General Provisions, are Federal Transit Administration (FTA) §5311 Rural Transportation Assistance Program (RTAP) funds are granted as follows:

<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>SFY 2030</b>	<b>Total</b>
\$50,000	\$245,000	\$140,000	\$200,000	\$170,000	\$180,000	\$985,000

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

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

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

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

C.3 Associate hourly rates shall not exceed the rates submitted in the Contractor's Cost Proposal response to the RFP NHDOT 2025-FTA001.

3.1 The Contractor may propose changes (increases/decreases/additions) to the associate hourly rates.

3.1.1 Proposed changes shall be submitted in writing and will include justification for the increase, decrease, addition to the associate hourly rates.

3.2 The State may authorize the change request at its discretion and with written approval. an associate that is not identified in the Cost Proposal, then the Contractor shall propose an hourly rate commensurate with the job position/task activity and explain the reason for employing/subcontracting such personnel, for State approval.

C.4 The Contractor's Indirect Cost Rate shall not exceed the rate submitted in RFP NHDOT 2025-FTA001.

4.1 The Contractor may propose changes to the Indirect Cost Rate.

4.2.1 Proposed changes to the Indirect Cost Rate shall be submitted in writing and will

include justification for the change subject to audit per Exhibit A, Special Provisions.

4.2 The State may authorize the change request at its discretion and with written approval.

C.5 The Contractor's Fixed Fee shall not exceed the fee submitted in the Contractor's Cost proposal response to the RFP NHDOT 2025-FTA001.

5.1 The Contractor may propose changes to the Fixed Fee.

5.1.1 Proposed changes to the Fixed Fee shall be submitted in writing and will include justification for the change subject to audit per Exhibit A, Special Provisions.

5.2 The State may authorize the change request at its discretion and with written approval.

C.6 As applicable, the Contractor may seek reimbursement for these funds by submitting individual monthly invoices for completed work.

6.1 The Contractor shall submit a monthly request for reimbursement to the State within thirty (30) days from the last day of the previous month.

6.2 The request shall be on a form specified by the State. Supporting documentation will be included.

6.3 Requests for payment shall be properly completed and signed.

6.4 Requests for payments will be for allowable costs as defined in 2 CFR Part 200.

6.5 Travel costs are limited to the rates allowed under the applicable FTA travel directives in place at the time of travel is undertaken and are usually congruent with the United States General Services Administration (GSA) travel rates.

6.6 No requests for advance payment will be accepted by the State.

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

6.8 Upon receipt of the request for payment, the State shall review the request, and the Contractor shall make available any documentation/records supporting the request for payment.

C.7 At the discretion of the State, failure of the Contractor to reasonably address delays related to

the Exhibit B, Scope of Services, Tasks or to produce requested documentation may result in payments being withheld until requested actions have been completed to the satisfaction of the State.

C.8 Final Payment, the Contractor's provision of all reports as outlined in Exhibit A, Special Provisions, and Exhibit B, Scope of Services are required under this Agreement and is a condition precedent to final payment.

C.9 The Department shall pay the Contractor within thirty (30) days from the date of receipt of the finalized invoice.

# RLS & ASSOCIATES, INC.

## Exhibit D

### Tasks

The following tasks & activities (hereinafter referred to as the “Tasks”) are illustrative of those RLS & Associates, Inc. (hereinafter referred to as the “Contractor”), will carry out on behalf of the New Hampshire Department of Transportation, Bureau of Rail Transit (hereinafter referred to as the “State”), collectively referred to as the “Parties” in this agreement (hereinafter referred to as the “Contract”). The State, at its sole discretion, may amend Tasks as needed. Unless otherwise stated, all Tasks are ongoing, with specific duties to be based on State priorities and further outlined below. The Contractor shall provide New Hampshire Rural Transportation Assistance Program (NHRTAP) Services as described in Task 1 through Task 8, as follows:

#### **Task 1: Project Management**

The Contractor shall provide project management for the NHRTAP Services as follows.

- Attend a kick-off meeting with the State within five (5) business days from the effective date of this Contract.
- Provide NHRTAP services that meet the requirements of:
  - Federal regulations, including but not limited to Federal Transit Administration (FTA) requirements;
  - State regulations, including but not limited to all State laws and rules.
- Provide a Project Manager to:
  - Act as the main point of contact with the State to oversee all project management activities and to ensure the scope of work is on time, within budget and within the contract specifications and terms and conditions;
  - Develop related meeting agendas;
  - Attend meetings in person/virtually at the request of the State including but not limited to;
    - New Hampshire Transit Association (NHTA) meetings,
    - State Coordinating Council (SCC) meetings,
      - Provide subject matter expertise during these meetings, as identified by the State or related to NHRTAP program updates.
  - Provide related meeting minutes;
- Develop and/or update, for State approval, NHRTAP Services’ policies/procedures, which include but are not limited to driver training program, certifying training instructors, and scholarship program.
- Develop an annual workplan to include at a minimum the following:
  - The Scope of work in the Contract including all Task 1 through Task 8, and all corresponding Task Orders developed for Task 5 through Task 8;
  - Work breakdown structure (up to the third level) for the associated activities to complete Task 1 through Task 8, and corresponding Task Orders;
  - Deliverables, related to the scope of work/task order;
  - Timelines to include start and completion dates;
  - Names of consultants and their job titles responsible for Tasks;
  - Individual Budgets for the Scope of Work Task 1 through Task 8, and corresponding Task Orders developed for Task 5 through Task 8.
- Submit the workplan to the State for approval for:
  - The Initial Finalized workplan;
    - Within thirty (30) calendar days from the effective date of this Contract.
  - The Annual Workplan for the next State Fiscal Year;
    - Within sixty (60) days prior to the end of the current State Fiscal Year.
  - An Adjusted workplan as needed, to align with the corrective action plan below.

- Within five (5) business days from the date of the monthly meeting.
- Maintain and share with the State an up-to-date tracking log/report to track and report on workplan progress of the scope of work, timelines, and budgets and expenses.
- Provide Financial Management as follows:
  - Submit reimbursement requests monthly on invoice forms that correspond to the budgets developed in the work plan and that are approved by the State;
  - Submit all supporting documentation for expenditures, including but not limited to timesheets and receipts for direct expenses and subconsultants;
  - Pay Subcontractors and Vendors within thirty (30) days from the receipt of invoices;
  - Maintain annual budgets developed in the workplan;
  - Propose and discuss with the State budget revisions as needed and submit revisions for State approval;
  - Provide a monthly expenditure report which compares actual to budgeted expenses by State Fiscal Year, total expense, Workplan, each Task 1 through Task 8, and by the corresponding Task Orders;
  - Maintain separate financial records for all Contract expenses;
    - On a digital/electronic format or platform,
    - In accordance with 2 CFR 200 and,
    - Generally Accepted Accounting Procedures (GAAP) and,
    - Federal Regulations, as amended and,
    - State Regulations, as amended.
- Report on Workplan progress:
  - Schedule and attend virtual monthly meetings with the State;
    - Develop a meeting agenda to include but not be limited to reviewing the workplan progress and provide explanations regarding,
      - Delays in workplan,
      - Challenges,
      - Inability to complete Tasks.
    - Provide proposed Corrective Action Plans for State approval, addressing delays, challenges, and incomplete Tasks within five (5) business days from the date of the monthly meeting,
    - Provide meeting minutes within five (5) business days of the meeting for State approval.
- Manage a NHRTAP Advisory Committee as follows:
  - Engage and recruit members who represent rural transit providers who would benefit from NHRTAP Services;
  - Schedule and facilitate, at a minimum, quarterly NHRTAP Advisory Committee meetings as follows;
    - Develop meeting agendas with the State,
    - Draft meeting minutes,
    - Submit meeting minutes to the State for approval,
      - Within five (5) business days of the meeting.
    - Post meeting minutes on the NHRTAP Information and Resource Center Website,
      - Within five (5) business days of State approval.

## **Task 2: NHRTAP Driver Training Program**

The Contractor shall develop and implement a training program that meets the needs of New Hampshire's Nonurbanized transit systems as follows.

- Training Courses:
  - Develop and Implement a Driver Training program to include but not limited to providing, at least one training course each quarter for each of the following training courses;
    - 8-Hour Passenger Assistance Training,
      - Including disability awareness and,
      - Accessible lift use.
    - 4-Hour Passenger Assistance Refresher,
      - Including disability awareness and,
      - Accessible lift use.
    - 4-Hour Emergency Evacuation Procedures training,
    - Defensive driving for Bus/Van operators.
  - Prepare and conduct annual surveys of NHRTAP-eligible transit agencies to assess training needs for the upcoming year such as but not limited to;
    - Topic areas where training is needed/desired,
    - Frequency of need for driver trainings,
    - Effective training delivery methods,
    - Existing areas of concerns with respect to training and NHRTAP resources,
    - The level of satisfaction with current training products and program activities.
  - Share the survey results with the NHRTAP Advisory Committee;
  - Recommend and develop training modules;
    - Including add-ons, or stand-alone courses,
      - To be reviewed by the NHRTAP Advisory Committee,
      - To be approved by the State.
  - Review and update training materials;
    - Annually, ensuring compliance with State and Federal guidelines,
    - As needed, pending updates/changes or revisions to State and/or Federal guidelines,
    - Per requests from the State.
- Training Logistics:
  - Submit a proposed annual training program and calendar inclusive of but not limited to;
    - Approved course list,
    - Surveys, and related data,
    - A detailed training plan,
    - Course name and description,
    - Number of times the course will be offered,
    - Availability of training, (in-person/virtual),
    - Locations of in-person trainings,
    - Names of trainers/instructors,
    - Brief bio of trainer/instructor with qualifications,
    - Estimated dates of trainings,
    - Proposed training program and calendar shall,
      - Initially be submitted to the State within thirty (30) calendar days from the effective date of the contract.

- Be submitted for review and approval for the next State Fiscal Year four months prior to the end of current State Fiscal Year,
  - Be reviewed by the NHRTAP Advisory Committee and,
  - Be Approved by the State.
- Locate training sites;
  - Based on statewide proximity to attendees,
  - With an emphasis on reducing travel time to encourage attendance.
- Comply with the NHRTAPs Driver Training Program policy and procedures.
- Cancel or reschedule training courses or technical sessions in accordance with the NHRTAP's Driver Training Program policy and procedures.
- Provide all training equipment and materials to include but not limited to;
  - Student Handbooks,
  - Evaluation forms,
  - Presentation materials,
  - Audio and visual aids.
- Register participants for training and technical assistance sessions to include but not limited to;
  - Telephone and web-based registration options,
  - Track and report attendance to the State, by the following,
    - Name of training performed,
    - Registered and attendance number,
    - Pass/Fail status,
    - Person,
    - Agency,
    - Region,
    - FTA programs,
    - Course,
    - Location,
    - Description,
    - Instructor,
- Issue a certificate of completion to each participant/trainee for all NHRTAP training courses or technical assistance sessions within five (5) business days from the date the trainee successfully completed the training.
- Instructors:
  - Schedule certified instructors for training classes.
  - Develop and implement a certified instructor training program, which includes at a minimum;
    - Policy and procedures to certify qualified trainers/instructors, and to ensure trainers are proficient in the topic area(s) they provide training in,
    - At least Annual training to new trainers/instructors and refresher training to current trainers/instructors,
    - Annual certifications to instructors/trainers for the courses they are trained in,
    - Requirement for trainers/instructors to teach a minimum of two trainings per year in their respective certification to maintain their certification.
  - Develop and implement an "In-house Passenger Assistance Instructor" training for transit agencies to identify an employe to become a trainer in order to instruct new employees on passenger assistance as part of the on boarding, which includes at a minimum;
    - Policy and procedures to train qualified trainers/instructors, and to ensure trainers are proficient in the topic area(s) they provide training in,

- At least Annual training to new trainers/instructors and refresher training to current trainers/instructors,
- Promotion:
  - Monthly or as needed, promote all approved training and technical assistance sessions, via;
    - The NHRTAP Information Center website (see Task 3),
    - Email,
    - Newsletters,
    - Meetings,
    - Other.
  - Quarterly, post training schedule on NHRTAP Information Center website;
    - At least one (1) month in advance of the next quarter;
- Training Performance Measurement:
  - Submit training course or technical assistance sessions evaluations/surveys to trainees to measure the effectiveness of the course and instructors;
  - Utilize course evaluations/surveys results to inform training course or technical assistance sessions improvements;
  - Provide ad hoc reports to the State as needed or requested.

### **Task 3: NHRTAP Information and Resource Center Website**

The Contractor shall manage and maintain the NHRTAP Information and Resource Center website to facilitate information sharing and to enhance the statewide NHRTAP program service delivery that at a minimum provides information on.

- FTA Contractor Manual topics:
  - To include compliance and best practice resources to implement FTA policies, procedures, and regulations.
- FTA resource links such as but not limited to:
  - Regulations;
  - Circulars;
  - Webinars;
  - National Rural Transportation Assistance Program (NRTAP) resources;
  - Links to New Hampshire Transit Association (NHTA) and State Coordinating Council (SCC) websites;
  - Other credible resources.
- Prepare and summarize for dissemination to the State and rural transit operators including but not limited to:
  - Rural Transit related legislation and regulations;
  - RTAP related products and trainings;
  - FTA news and updates;
  - Department of Justice regulations for websites and applications used by the public;
- Maintain and update, as necessary:
  - Promotional materials to be distributed by the transit systems;
  - Calendar of training and technical assistance;
  - Registration and instruction page for trainings and workshops;
  - Training materials and presentations;
  - Scholarship program (See Task 4), including information, policies, and applications;
  - Quarterly publication of the NHRTAP newsletter;
  - Calendar of NHRTAP Advisory Committee meetings to include;
    - Members,
    - Dates,

- Times,
  - Meeting minutes.
- Point of Contact for the NHRTAP program, and for the rural transit systems who provide transit services;
- Links to information about rural public transportation in NH, including but not limited KeepNHMoving.com;
- An archive link/page for outdated resources and information, as appropriate;
  - The State shall preapprove the removal of information and resources from the site.
- Frequently Asked Questions and Answer page, to be updated monthly, based on;
  - Links to FTA Q&A pages,
  - Specialized trainings,
  - Technical assistance provided to the State, Subrecipients and/or Contractors.
- The Contractor shall:
  - Re-establish the NHRTAP website within twenty (20) calendar days from the effective date of this Contract;
  - Comply with the Federal Department of Justice regulations for websites and applications used by the public in Exhibit B, Scope of Services, §1.4.1.;
  - Post the above items at least monthly or as needed, to ensure the information is timely, useful, current, and up to date;
  - Ensure the information on the website is organized and formatted for users to easily find and access the information;
  - Obtain final approval by the State for all website topics.

**Task 4: Scholarship Program**

The Contractor shall manage a scholarship program for NHRTAP eligible transit providers, as follows.

- Develop and implement a scholarship program based on the State’s scholarship policy:
  - Review annually the States’s scholarship policy;
  - Recommend changes and updates to the policy;
    - To be submitted to the NHRTAP Advisory Committee for review,
    - To be submitted to the State for approval.
- Manage the State NHRTAP Scholarship program, as follows:
  - Receive and review applications for scholarship requests;
  - Obtain State approval;
  - Process and track all scholarship requests forms (approximately twenty-five (25) per year);
  - Maintain expense records and track balances;
  - Reimburse transit agencies/scholarship recipient for eligible expenses with twenty-one (21) business days from the date of a completed and approved reimbursement request;
  - Report monthly to the State all activities, expenditures, and balances of the scholarship program in its entirety, and by transit agency and applicant.

### **Task 5: Specialized Training**

The Contractor shall provide, upon request, specialized training to the State and State's Subrecipients and Contractors, as follows.

- Provide, as requested, an estimated three (3) specialized trainings per State Fiscal Year:
  - For an estimated 140 hours, which includes research, preparation, presentation, and follow up as needed, per State Fiscal Year for all trainings;
  - Specialized training topics shall receive prior approval from the State;
  - Specialized training topics include but are not limited to;
    - Topics identified in the FTA Contractors Manual,
    - Disadvantaged Business Enterprises (DBE),
    - Title VI Planning,
    - Drug and Alcohol Program and policies,
    - Cost Allocation planning,
    - Indirect Cost Rates,
    - Financial Management,
    - Subrecipient Oversight/Monitoring,
- Discuss with the State the scope and budget for each specialized training and complete a Task Order for each specialized training in accordance with Exhibit B, Scope of Services, §1.8 Task Orders.
- Plan and execute all virtual and in-person training activities, which include but are not limited to:
  - Developing course content that meets the needs of attendees with;
    - Presentation slides,
    - Handouts,
    - Pre and post assessment of attendee's knowledge,
    - Post evaluation survey which at a minimum includes content applicability and trainer delivery.
  - Providing subject matter experts or qualified trainers for topic areas.
  - Providing a virtual training platform.
  - Providing registration and attendance reporting to the State.
  - Publicizing, invite and promote training events.
  - Providing logistics for in-person training.
  - Securing host locations and catering as needed and allowable.
  - Providing travel arrangements as required.
  - Tracking, monitoring, and managing finances related to trainings.
- Provide post training follow up with the State, subrecipients, and contractors to provide additional training support, such as:
  - Responding timely, appropriately, and accurately to questions.
  - Review of proposed or current documentation, forms, policies.

### **Task 6: Specialized Technical Assistance**

The Contractor shall provide, upon request, specialized technical assistance to the State and the State's Subrecipients and Contractors as related to but not limited to topics in the Federal Transit Administrations (FTA) Contractor's Manual, FTA regulations, operations, and compliance, as follows.

- Discuss with the State the scope and budget for each specialized technical assistance and complete a Task Order for each specialized training in accordance with Exhibit B, Scope of Services, §1.8 Task Orders. Task Orders are needed, but not limited to, when the specialized technical assistance is estimated to take more than ten (10) hour or when the State requires it.
- Provide updates to amended/new federal regulations.
- Receive, review, and respond to questions within two (2) business days or sooner:
  - Questions may be received in the form of;
    - Emails,
    - Phone calls.
  - Questions may be responded to in the form of;
    - Emails,
    - Phone call,
    - Follow up with updates to the FAQ, see Task 3: NHRTAP Information and Resouce Center Website.
  - Meet with the State/subrecipients as needed or requested to address questions;
    - Provide guidance, tools, templates, and trainings as needed to address technical assistance needs.
- Assist the State with completion of compliance reviews of FTA subrecipients on topics, such as but not limited to:
  - The FTA Contractors Manual;
  - Financial Management Reviews;
  - Disadvantaged Business Enterprises;
    - Subrecipient oversight and Departments (FTA) Plan and Goal Methodology.
  - Title VI Plan;
    - State (FTA) and subrecipients; plans, data, and analysis.
  - Equal Employment Opportunity;
    - Subrecipients; plans, data, and analysis.
  - Drug and Alcohol Program;
    - Consultant to travel to NH for one week on even State Fiscal Years, as needed.
- Assist and coordinate with the State to provide compliance review activities, such as but not limited to:
  - Drafting, review, and updating at a minimum, questionnaires, notifications, and reports.
  - Collecting and storing review documents in a secure way to protect the information.
  - Completing desk, virtual, in-person reviews, as applicable.
  - Issuing corrective actions and providing technical assistance as needed for the subrecipient to complete the corrective actions.
  - Following up with the State and subrecipients as needed to assist with closing out deficiencies and corrective actions.
- Provide guidance on regulations and assistance with the following activities:
  - Solicitation reviews;
    - Associated with vehicle procurements such as but not limited to:
      - Vehicle specifications,

- RFP/RFB requirements,
  - Conducting pre- and post-delivery audits.
  - Associated with RFPs, such as but not limited to:
    - 5311 F Intercity bus services,
    - 5311 Rural public transportation.
- Provide consultation, at the request of the State, for projects such as but not limited to:
  - Scheduling and dispatching software implementation.
  - Transit facility renovation implementation.
  - Assist with the State with FTA compliance desk and onsite reviews.
- Assist with the development and implementation of the following:
  - GTFS requirements.
  - Addressing FTA corrective actions:
    - With guidance,
    - Follow up meetings and,
    - Templates and,
    - Recommendations.
- Provide research and consultation on the following topic areas:
  - Transit related topics, to include but not limited to;
    - Driver wages,
    - Transit workforce recruitment, hiring, and retention.

**Task 7 Event Coordination:**

The Contractor shall serve as event coordinator when the State is the primary host for the Tri State Conference (ME/NH/VT) located in NH, in September 2027 and 2033, for an estimated 130-150 attendees, and for 20-30 vendors, as follows.

- Discuss with State, upon request, the scope and budget for TSC and complete a Task Order in accordance with Exhibit B, Scope of Services, §1.8 Task Orders.
- Initiate an initial planning meeting at least eighteen (18) months prior to the conference.
- Provide event coordination activities at a minimum, as follows:
  - Schedule and facilitate meetings with the conference committee, comprised of personnel from the following;
    - The State,
    - Maine DOT,
    - Vermont Agency of Transportation.
  - Take meeting minutes and disseminate to committee members.
  - Work with the conference committee in developing the conference agenda, which at a minimum, shall focus on training and technical assistance needs for the transit providers.
  - Prepare and publish solicitations for the following:
    - Conference venues,
    - Calls for presentations,
    - Others, as needed.
  - Subcontract with external trainers based on requests/recommendations from committee members.
  - Secure/subcontract with the conference venue.
  - Work with approved venue to ensure its able to accommodate all training & attendee requirements such as but not limited to:
    - Meeting facilities,
    - Room,
    - Board,
    - Accessibility,

- Presentation requirements and technologies,
- Meals,
- Overnight accommodations.
- Provide event coordination activities during the dates of the Tri-State Conference, including but not limited to:
  - In-person availability to ensure unforeseen issues are resolved timely,
  - Ensure attendees and vendors are registered, checked in, and receive timely notification of any changes or updates to the following,
    - Location,
    - Schedule,
    - Training,
    - Instructors,
    - Contacts.
- Manage all financial duties related to the Tri-State Conference including but not limited to:
  - Establishing a financial account (A/P and A/R), separate from all others,
  - Register and collect payment in the form of registrations/fees from the following, as applicable,
    - Attendees,
    - Vendors,
  - Provide to the conference committee a monthly Revenue and Expenditure Report comparing it to the budget.
- Update the conference website on behalf of the State.
- Complete post conference activities including but not limited to:
  - Attendee follow up,
  - Collection of outstanding registration/sponsorship fees,
  - Payment of all invoices,
  - Providing a final Revenue and Expenditure Report comparing to budget,
  - Transferring conference related information and resources to Maine or Vermont as appropriate.
- Ensure the State's portion of NHRTAP monies is paid to the other hosting states, as needed.

### **Task 8: Special Projects**

Upon request the Contractor shall provide project assistance for specialized projects and initiatives related to the design, implementation, administration, and compliance of FTA programs. The Contractor shall discuss with the State, upon request, the scope of the special projects and complete Task Orders for each special project in accordance with Exhibit B, Scope of Services, §1.8 Task Orders. These projects may develop over the course of the contract period and are not defined in the scope of work, e.g. construction or technology projects. The numbers of Tasks ordered and work necessary to complete the special projects will be determined and identified by the State. The total amount to be paid to the Contractor will be based on the number of Tasks requested and the complexity of each Task.

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 690798

Certificate Number: 0007147178



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. 2025.

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

David M. Scanlan  
Secretary of State



RLS & ASSOCIATES, INC.

**Moving Public Transportation  
Into the Future**

CERTIFICATE OF VOTE

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

I also hereby certify that the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on January 11, 2024, at the office of RLS & Associates, Inc., San Antonio, TX Branch whose headquarters are in Dayton, Ohio at which a quorum of the Board was present and voting.

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

I hereby certify that January 11, 2024, vote has not been amended or repealed and remains in full force and effective as of April 9, 2025 and remains effective within thirty days of April 9, 2025.

  
\_\_\_\_\_  
Alex Schultze  
Vice President  
RLS & Associates, Inc.

Subscribed and sworn before me this 10th day of April 2025.

  
\_\_\_\_\_  
Pamela B. Bentley, Notary



PAMELA B BENTLEY  
Notary Public  
State of Ohio  
My Comm. Expires  
August 23, 2028



**FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

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

Name of Applicant: RLS & Associates, Inc.

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

Or,

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

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

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs \_\_\_\_\_
- 13 State of Good Repair Grants \_\_\_\_\_
- 14 Infrastructure Finance Programs \_\_\_\_\_
- 15 Alcohol and Controlled Substances Testing \_\_\_\_\_
- 16 Rail Safety Training and Oversight \_\_\_\_\_
- 17 Demand Responsive Service \_\_\_\_\_
- 18 Interest and Financing Costs \_\_\_\_\_
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations \_\_\_\_\_
- 20 Tribal Transit Programs \_\_\_\_\_
- 21 Emergency Relief Program \_\_\_\_\_

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: RLS 3 Associates, Inc

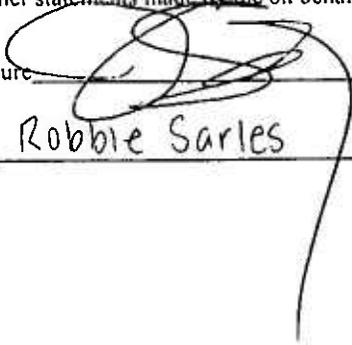
BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications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

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

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

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

Signature



Date: 3/14/24

Name

Robbie Sarles

Authorized Representative of Applicant

# FFY 2024 MASTER AGREEMENT

## ACKNOWLEDGEMENT OF RECEIPT

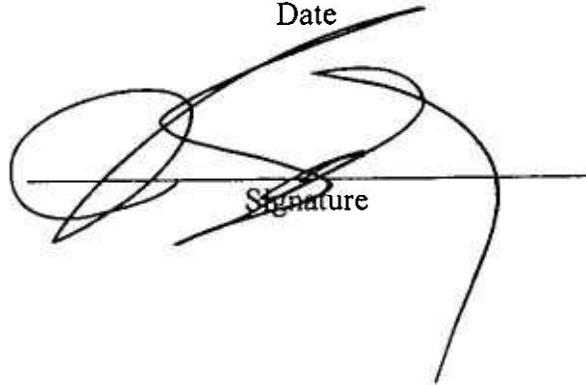
The Federal Transit Administration (FTA) Federal Fiscal Year 2024 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2024 Federal Transit Administration (FTA) Master Agreement and understand this agreement is referred to in my agency's agreement with NHDOT by reference. The Master Agreement remains in force for the term of the agreement.

RLS & Associates, Inc.  
Name of Agency

June 25, 2024  
Date

Robbie Sarles, President  
Name of Authorized Official

  
Signature

**RLS**

**Professional**

**\$ 985,000**

**Request**

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, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
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.

## 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 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of 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.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

## **DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## **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.

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.

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.

## **PATENT RIGHTS AND RIGHTS IN DATA**

### Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **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 covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) 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;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

### PROMPT PAYMENT

*These provisions do 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.

### RESTRICTIONS ON LOBBYING

#### Conditions on use of funds.

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

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

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

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

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

#### Certification and disclosure.

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

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

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

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

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

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

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

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

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

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

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

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

## **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.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **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 will 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.

## **VIOLATION AND BREACH OF CONTRACT**

### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

### **Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

### **Claims for Damages:**

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

### **Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

### **Rights and Remedies:**

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

## **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.

(c) 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.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, ROBBIE C. SARLES, PRESIDENT hereby certify  
(Name and title of official)

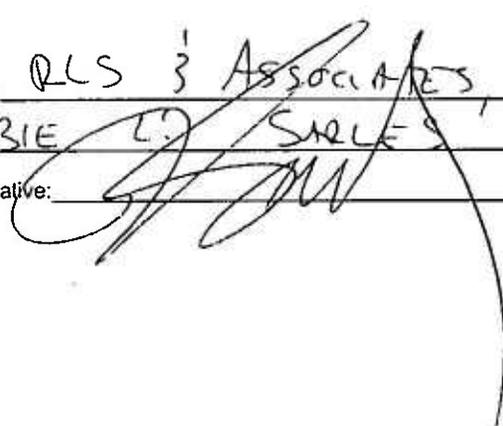
On behalf of RLS 3 ASSOCIATES, INC. that:  
(Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Bidder/Company Name: RLS 3 ASSOCIATES, INC.

Type or print name: ROBBIE C. SARLES

Signature of authorized representative:  Date 4 / 1 / 11 / 25

**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

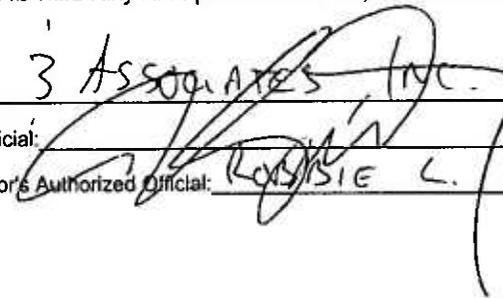
g. It will require that each covered lower tier contractor and subcontractor:

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:

RCS 3 ASSOCIATES, INC.  


Signature of Authorized Official:

Date 4/11/25

Name and Title of Contractor's Authorized Official:

ROSALIE L. SMILES, PRESIDENT