



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 19, 2025

REQUESTED ACTION

1. Authorize the Department of Transportation to enter into an agreement with Arcomm Communications Corporation (Vendor 156643), Hillsboro, NH, Project # 68068E, on the basis of a low bid of \$253,829.40 for upgrades to the security camera systems at the Salem Bus Terminal/Park & Ride Facility at 10 Raymond Road and at the North Londonderry Bus Terminal/Park & Ride facility at 2 Symmes Drive, effective upon Governor and Executive Council approval and will expire one year from the issuance of a Notice to Proceed by the Department. 100% Federal Funds.

Funding for this agreement is anticipated to be available in the Fiscal Year 2026 budget as follows:

	<u>FY 2026</u>
04-96-96-964010-2050	
State Bus Services & Facilities	
48-500226 Contract Repairs – Buildings, Grounds	\$253,829.40

2. Further authorize that a contingency amount of \$25,382.94 be approved for payment of latent conditions which may appear during the construction phase of the project. The contingency requested is 10% of the contract amount as follows:

	<u>FY 2026</u>
04-96-96-964010-2050	
State Bus Services & Facilities	
48-500226 Contract Repairs – Buildings, Grounds	\$25,382.94

EXPLANATION

The security camera systems at the Salem (I-93 Exit 2) and North Londonderry (I-93 Exit 5) bus terminal/park-and-ride facilities were installed in 2007 and 2008 respectively during facility construction. The aging systems are difficult to maintain, as the camera and other equipment manufacturers no longer provide parts or technical support. As a result, the majority of the existing cameras are no longer operational. This lapse in camera coverage directly affects the safety and security of the staff and patrons of the facilities and potentially impacts costs associated with litigation stemming from incidents at the facilities.

The Department, in coordination with the Department of Administrative Services, released a Request for Bids (RFB) in December 2024 for upgrades to the security camera systems at the North Londonderry and Salem Facilities. In February 2025, three responsive bids were received, and Arcomm Communications Corporation provided the lowest responsive bid at \$253,829.40, which is significantly less than originally estimated. The Department has approved a contingency of 10% (\$25,382.94) for latent conditions that may appear during the construction phase of the project for a total contract amount not to exceed \$279,212.34.

This contract includes the removal of existing, outdated, camera systems at both locations and the installation of new camera systems. The new camera systems will include a total of 48 security cameras and provide coverage of the state-owned facilities, including the bus terminals and parking lots. This contract, and prevailing camera system upgrades, will help create a safer environment for the traveling public and employees and a modern system that can be better maintained.

In the event that Federal Funds become unavailable, General Funds will not be requested to support this project.

The agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to the Governor and Executive 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



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Summary

Bid Description	Security Camera Installation Services	Agency	Dept. of Transportation
Bid #	68-25	RQ #	pending
Agent Name	Jonah Rosa	Bid Closing	2/12/2025 at 10:00 am

Indicates Award:

Base Bid (Salem and Londonderry I93 exit 5 facilities)	Arcomm Communications Corporation	ENE Security	Minuteman Security & Life Safety
	Extended Cost	Extended Cost	Extended Cost
Total Materials Cost	\$141,776.40	\$143,741.00	\$313,092.64
Total Labor Cost	\$112,053.00	\$151,555.00	\$119,608.20
Total Project Cost	\$253,829.40	\$295,296.00	\$432,700.84

Additive Alternates Bid (Londonderry I93 exit 4 facility)	Arcomm Communications Corporation	ENE Security	Minuteman Security & Life Safety
	Extended Cost	Extended Cost	Extended Cost
Total Materials Cost	\$13,647.68	\$24,216.00	\$174,862.18
Total Labor Cost	\$8,980.00	\$16,330.00	\$119,608.20
Total Project Cost	\$22,627.68	\$40,546.00	\$294,470.38

Recommendation Summary	
Number of Solicitations Received	3
Number of Sourced bidders	34
Number of NIGP Vendors Sourced	210
Number of non-responsive bidders	241
D&B Report Attached	No
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Special Notes:	

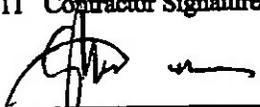
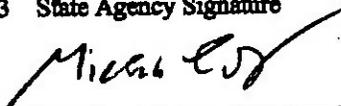
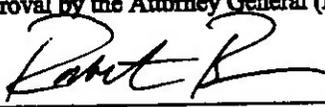
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Dr., Concord, NH 0302-0483	
1.3 Contractor Name Arcomm Communications Corporation		1.4 Contractor Address 462 W. Main Street, Hillsboro, NH 03244	
1.5 Contractor Phone Number 603-228-3535	1.6 Account Unit and Class 04-96-96-964010-2050-048-500226	1.7 Completion Date One year from issuance of Notice to Proceed by the Department	1.8 Price Limitation \$279,212.34
1.9 Contracting Officer for State Agency Frederick J. Butler, Public Transportation Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2565	
1.11 Contractor Signature  Date: 5/28		1.12 Name and Title of Contractor Signatory Stephen Noble - President Arcomm communications	
1.13 State Agency Signature  Date: 05/24/25		1.14 Name and Title of State Agency Signatory Michelle L. 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: June 2, 2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

**ARCOMM COMMUNICATIONS CORPORATION
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ARCOMM COMMUNICATIONS CORPORATION
EXHIBIT A
SPECIAL PROVISIONS

- A.1** Amend P-37 paragraph 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 paragraph 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 may result in payments being withheld until requested actions have been completed to the satisfaction of the State.
- A.3** Amend P-37 paragraph 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 paragraph 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 paragraph 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 paragraph 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 any and 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 paragraph 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.

A.6 Amend P-37 paragraph 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 by adding “**Definition**” as paragraph 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 E, Fiber Specifications, and which satisfy the requirements of 2 CFR 200.

Change Order: A revision to the Contract issued after Award. The Change Order establishes the increase or decrease to the Contract Quantities, Contract Amount or Contract Time, if any, for the revision in accordance with Exhibit B, 1.1.4.

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.8 Amend P-37 by adding “**Accounting, Bookkeeping, and Reporting Requirements**” as paragraph 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.

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

A.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 paragraph 31

31. Project Equipment with a cost in excess of five hundred dollars (\$500) per unit shall be purchased by the Contractor with prior written approval from the State. In the event that 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 granted by the State.

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

32. Equipment Certification. The Contractor shall maintain an inventory listing in a format provided by the State of all project equipment purchased with funding through this contract that meets the criteria in paragraph A.12.

ARCOMM COMMUNICATIONS CORPORATION
EXHIBIT B
SCOPE OF SERVICES

1. Introduction:

- 1.1. The Contractor shall install 48 static (fixed) security cameras. The locations are the Salem Transit Center (STC) located at 10 Raymond Road in Salem and the Londonderry Exit 5 Transit Center (L5TC) located at 4 Symmes Drive in Londonderry. The facilities are owned by the State and managed by Boston Express Bus. This project will be done in cooperation with the NH Department of Transportation (NH DOT) and the NH Department of Information Technology (NH DoIT). NH DOT and NH DoIT will provide Cisco Wireless radios, Ethernet switches, Hewlett Packard recording servers and battery backups for each location. The list of NH DOT and NH DoIT supplied equipment is provided at the conclusion of this Scope of Work and as shown on the plans. The Cisco wireless radios shall be installed by the Contractor.
- 1.2. This project consists of installing a total of 48 Axis cameras. All cameras shall be Power-over-Ethernet (PoE) and be capable of displaying video at a 1920 x 1080 resolution at 30 FPS, at a minimum. The cameras' video and control will utilize both wireless radio and Ethernet communications. The cameras shall be terminated to a new Contractor-supplied patch panel that shall be located in a new Contractor-supplied server rack enclosure located in the terminal buildings for each transit center and in the L5TC (bus) maintenance building and (bus) storage building.
- 1.3. The point of demarcation for the Contractor shall be the termination of the cameras to an Ethernet patch panel installed in the new server rack enclosures. The patch panels and server rack enclosures shall be provided by the Contractor. It shall be the Contractor's responsibility to verify connectivity to the cameras by providing Ethernet certification testing reports to the NH DOT and NH DoIT Project Managers to demonstrate the cabling meets or exceeds CAT6 standards. In addition, the Contractor shall provide wireless communication test reports to demonstrate that there are no frequency conflicts and to confirm the available bandwidth of each link. The Contractor shall be responsible for providing all necessary testing equipment to demonstrate these functionalities.
- 1.4. The project will be considered complete when the Contractor demonstrates successful transmission of video from each camera to the new patch panel at each Transit Center.

2. General Project Description:

2.1. Salem Transit Center (STC):

- 2.1.1. The general project area is presented in the plans and Special Provisions. The STC has a single terminal and 4 adjacent and connected parking lots. Three (3) existing cameras are installed on the interior of the terminal to monitor activity within, 2 existing cameras are installed on the exterior canopy of the terminal, and 5 existing cameras are mounted on light poles in the parking lots to monitor activities in the parking lots. The following statements describe the Contractor's responsibilities for this project as shown on the plans and in the Special Provisions.
- 2.1.2. All existing cameras and connecting cabling shall be removed and disposed of, with the exception of cabling in underground conduit which may be abandoned in place if the conduit is not required for the project. Fourteen (14) new static cameras will be supplied and installed, 3 new static cameras shall be installed on the interior of the terminal to monitor activities inside the terminal, and 11 new static cameras shall be installed on the exterior of the terminal building and

on existing light poles in the parking lots as shown on the plans. Of these 11 new exterior cameras, 4 will be installed under the terminal's roof canopy to monitor the terminal sidewalks and 1 to monitor a parking lot, and 6 will be installed on existing light poles in the parking lot to monitor activities in the parking lots.

- 2.1.3. NHDoIT will provide a Cisco 24 port 1 Gb Ethernet switch for the project. The Contractor shall provide a 24U server rack enclosure to be installed in the terminal building. To support the equipment installed within the server rack, the contractor shall install two dedicated 20-amp circuits with 4 gang outlets each adjacent to the server rack. The outlets shall be connected to the electrical panel such that when there is an electrical power failure, the outlets are powered when a portable generator is in use and connected through a socket on the exterior of the building.
- 2.1.4. The Contractor shall connect two (2) #10 AWG wires and one (1) #10 AWG wire to the existing light circuit to provide power service connection to the cameras and associated equipment to be mounted on light poles. The wire splices shall be water-sealed and accessible through the handhole at the base of the pole. The Contractor shall bring the three wires and connect to a 15-amp molded circuit breaker inside the proposed cabinet to be mounted to the light pole. The cabinet shall include a minimum of two (2) AC receptacles to provide power to the equipment installed in the cabinet including the Cisco Access Point and a Power-over-Ethernet (PoE) injector or a PoE switch as shown on the plans. Power to the light poles can be turned off via a circuit breaker panel at the facility.

2.2. Londonderry Exit 5 Transit Center (L5TC):

2.2.1. The general project area is presented in the plans and Special Provisions. L5TC has a terminal building with a main parking lot and a bus maintenance building and bus storage building with an overflow parking lot. There are 6 multi-mode fiber optic cables that run between the terminal and bus maintenance building. There are 25 existing cameras. Fifteen (15) are installed at the main parking lot and terminal building, and 10 at the overflow parking lot, bus maintenance building and bus storage building. The 15 existing cameras at the main parking lot and terminal building consist of 5 mounted on the interior of the terminal building to monitor activities within the terminal, 5 mounted on the exterior of the terminal to monitor the bus docks and terminal building entrances, 1 mounted on the exterior of the terminal under the canopy to monitor the parking lot, and 4 mounted in the main parking lot on existing light poles. The 10 existing cameras at the overflow parking lot, bus maintenance building and bus storage building include 5 interior cameras, 4 exterior cameras mounted on existing light poles, and 1 exterior camera mounted at a covered bus stop in the overflow parking lot. All existing cameras and cabling shall be removed and disposed of, with the exception of cabling in underground conduit which may be abandoned in place if the conduit is not required for the project.

2.2.2. Thirty-four (34) new static cameras will be supplied and installed; 20 at the terminal building and main parking lot and 14 at the bus maintenance building, bus storage building and overflow parking lot. At the terminal building and main parking lot, 5 cameras shall be installed within the interior of the terminal building, 5 exterior cameras shall be mounted under the roof of the bus dock to monitor the docks and entrances to the terminal building, 3 exterior cameras shall be installed under the terminal roof canopy to monitor the sidewalks, 1 exterior camera shall be installed under the terminal roof canopy to monitor the parking lot, and 6 exterior cameras shall be installed on existing light poles to monitor the main parking lot. At the bus maintenance building, bus storage building, and overflow parking lot, 3 cameras shall be installed within the interior of the bus maintenance building, 2 cameras shall be installed within the bus storage building, 2 exterior cameras shall be installed on the exterior of the bus maintenance building, 1

exterior camera at the bus stop in the overflow parking lot, and 6 exterior cameras on existing light poles in the overflow parking lot. The Contractor shall provide and install a WALL MOUNTED NEMA 3R ENCLOSURE CABINET to install din rail mounted 19" CISCO IE3200 PoE SWITCH (provide by NHDOT; see section 2.3.3 below) in the bus storage building as shown on the plans. This switch shall be wired to cameras N25 and N26 and connected to the ethernet switch in the bus maintenance building.

2.2.3. NHDOT will provide a Cisco 24 port 1 Gb Ethernet switch for the bus terminal building and bus maintenance building. The contractor shall provide a 24U server rack to be installed in the terminal building and a 24U server rack to be installed in the bus maintenance building. To support the equipment installed within the server rack enclosures at both locations, the Contractor shall install two dedicated 20-amp circuits with 4 gang outlets each adjacent to the server racks. The outlets shall be connected such that they are powered when the bus maintenance building is being powered by the emergency generator.

2.2.4. The Contractor shall connect two (2) #10 AWG wires and one (1) #10 AWG wire to the existing light circuit to provide power service connection to the cameras and associated equipment to be mounted on light poles. The wire splices shall be water-sealed and accessible through the handhole at the base of the pole. The Contractor shall bring the three wires and connect to a 15-amp molded circuit breaker inside the proposed cabinet to be mounted to the light pole. The cabinet shall include a minimum of two (2) AC receptacles to provide power to the equipment installed in the cabinet including the Cisco Access Point and a Power-over-Ethernet (PoE) injector or a PoE switch as shown on the plans. The Contractor shall coordinate with the utility service provider Eversource to control power to the light poles during installation of the power connection wires, camera, antenna, cabinet and equipment.

3. Other Items:

3.1. The NHDOT shall install any new equipment for the new camera systems in the new racks. The Contractor shall coordinate with NHDOT for the migration of any existing equipment in the old racks that will remain components of the new systems to the new racks.

3.2. The Contractor shall install a continuous run of approximately 2000 LF of 12F Single Mode Fiber (SMF) optic cable between the L5TC terminal and bus maintenance building in accordance with Section 2.2 of the NHDOT Fiber Optic Communications Specification (Exhibit E). The contract includes a provision for the repair and/or replacement of up to 10 linear feet of the existing fiber optic cable conduit between the buildings.

3.2.1. Specification Requirement Documents are:

- Test Reports shall adhere to the testing procedures as defined in the 677 ITS Fiber specifications document Section 2.1.4.1.
- Rack Mounted Fiber Optic Distribution Enclosures shall adhere to the specifications as defined in the 677 ITS Cabinet Components document Section 2.9.
- In addition, Fiber Optic Patch Panels shall adhere to the specifications as defined in the 677 ITS Cabinet Components Section 2.10.

3.2.2. Patch panel termination:

- The Contractor shall supply and install two (2) standalone EIA 19-inch 12 position patch panels with hinged access door including splice tray, connectorized pigtails, connector sleeves, connector adapter panels, and hardware necessary for a complete installation in accordance with Section 2.10 of the Departments Cabinet Components Specification.

- The patch panel(s) shall accommodate at a minimum 12 SC/UPC connections, with a slide out, fiber adapter patch and splice style panel installed in the building as directed by the Department including all necessary mounting hardware.
- The patch panels shall include a minimum of one splice tray with available space for 1 additional splice tray.
- Pigtails shall be sets of 12 fiber connectorized SM, SC/UPC, blue boot connectors
- All 12 pigtail strands shall be connected to the appropriate 12F fiber tube strands (1 – 12).
- Adapter panels shall include two (2) loaded six pack duplex adapter plates SC/UPC, SM. Blank adapter plates shall be installed in the unused panel positions.
- Pigtails shall include one (2) loaded duplex LC/UPC, SM patch panel port.

3.2.3. Fiber Testing:

- Fiber testing results shall be provided by the manufacturer prior to shipping, by the Contractor after delivery, and by the Contractor after installation in the conduit in accordance with Section 2.1.4.1 of the fiber specification. The Contractor assumes responsibility of any damaged fiber during manufacture, delivery, or installation if testing results are not provided to the Department prior to splicing and final installation testing.
- Installation of the 12F fiber cable between the L5TC Main Terminal and Maintenance building shall include routing through the building using existing conduit or new conduit and cable management hardware to the vendor provided patch panel at the designated location in the building.
- In the event of a failure in the fiber optic testing the Contractor shall correct the problem or replace the damaged section and retest until satisfactory results are achieved at the expense of the Contractor.

3.2.4. Final installed fiber optic communications test:

- Final communications testing shall be completed in accordance with Section 3.15 of the Departments ITS Fiber specification after all terminations have been completed and inspected.
- Fiber testing shall be completed bidirectional using an OTDR for both 1310 nm and 1550 nm wavelengths from **both** locations.

- 3.3. Equipment to be purchased by the Contractor as listed is the specifications may not be the most current model(s) available as equipment upgrades happen frequently. The Contractor is required to purchase the most current equipment model/version and shall provide a list of equipment to be purchased to NHDoIT for approval prior to ordering the equipment.
- 3.4. Contractor shall provide an excel spreadsheet for each facility listing each piece of equipment installed that includes, but is not limited to, model year, manufacturer, model, description, serial number, cost, and location. This information is necessary for equipment inventory purposes. NHDOT will provide an excel spreadsheet for this purpose.
- 3.5. All new cameras require a Milestone XProtect Corporate Edition license to be provided by the Contractor. NH DoIT can provide vendor resources to procure the Milestone Licenses.
- 3.6. The Contractor shall supply, install, and test communications to each camera from the patch panel installed in the terminal/maintenance buildings. The Contractor shall be responsible for removing all existing power and communication cables to existing cameras.
- 3.7. The contractor shall supply and install all necessary mounting equipment, communication, power and networking equipment, cabinets, racks and ancillary equipment as shown on the plans and in the

Special Provisions to make the system functional. Contractor shall be responsible for procuring extended warranties on equipment when available.

- 3.8. For equipment mounted on existing light poles, earth ground and bonding are required for each pole as follows:
- The electrical subpanel located in the pole mounted cabinet (identified as “Cabinet Circuit Breakers” in the specifications), shall be wired to the primary panel per current NEC standards.
 - The electrical subpanel shall be grounded to a ground rod using a dedicated insulated bonding wire.
 - The pole shall be grounded to the same ground rod using a dedicated insulated bonding wire. The subpanel and the pole shall not be grounded to the ground rod using the same bonding wire.
 - The bonding wires shall be protected in a nonmetallic flexible conduit from the pole and or cabinet to below surface grade and securely attached to the concrete pole base, as applicable.
 - The bonding wires shall be connected to the grounding rod with an exothermal weld, or with another process approved by NHDOT.
 - Earth terminal ground rods shall be installed in accordance with current NEC or NFPA standards, as applicable.
- 3.9. The Contractor shall migrate the equipment from the existing racks to the new rack and make the systems functional. The new equipment called out for the additional cameras shall also be installed in this new rack. The Contractor shall coordinate with NHDoIT for the migration of the existing equipment to the new rack.
- 3.10. The Contractor shall warranty all workmanship and equipment for a period of 2 years, unless the standard equipment warranty is less than two years.

4. List of Equipment to be Supplied by NHDOT and NHDoIT:

Group Name: SALEM TRANSIT CENTER	BILL OF MATERIALS - SALEM EXIT 2	
Part Number:	Description	Qty.
C9200-24P-E	Catalyst 9200 24-port PoE+, Network Essentials	1
CON-SNT-C920024P	SNTC-8X5XNBD Catalyst 9200 24-port PoE+, Maintenance	1
C9200-NW-E-24	C9200 Network Essentials, 24-port license	1
C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	1
PWR-C6-600WAC/2	600W AC Config 6 Power Supply - Secondary Power Supply	1
CAB-TA-NA	North America AC Type A Power Cable	2
C9200-DNA-E-24	C9200 Cisco DNA Essentials, 24-Port Term Licenses	1
C9200-DNA-E-24-5Y	C9200 Cisco DNA Essentials, 24-Port, 5 Year Term License	1
NETWORK-PNP- LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
IE-3200-8P2S-E	Catalyst IE3200 with 8 GE PoE+ & 2 GE SFP, Fixed System, NE	1
CON-SNT-IE32008S	SNTC-8X5XNBD Catalyst IE3200 Rugged Series Fixed Syst	1
IE3X00_SW	Software for Catalyst IE3x00 rugged series	1
DIGITAL-DL-CODE	Digital Download Code for Software License	1
IE3200-DNA-E	Cisco DNA Essentials license for IE3200 Series	1
IE3200-DNA-E-3Y	IE 3200 DNA Essentials, 3 Year Term license	1
IW9167EH-B-URWB	IW9167, 11ax 6E AP, 8 RF ports, B domain, URWB mode	4
CON-SNT-IW9T67EH	SNTC-8X5XNBD IW9167, 11ax 6E AP, 8 RF ports, B domain	4
SWIW9167-URWB-K9	URWB software for IW9167	4

Group Name: SALEM TRANSIT CENTER	BILL OF MATERIALS - SALEM EXIT 2	
IW9167-URWB- NW-E	IW URWB Network Essentials License	4
NETWORK-PNP- LIC	Network Plug-n-Play Connect for zero-touch device deployment	4
IOTOD-IW-E-5Y	IOTOD IW Essential 5-year subscription	4
SVS-IOTOD-ESS	Embedded Support for Cisco IOTOD Licenses	4
IW9165DH-B-URWB	IW9165, 11ax 6E, directional ant, B dom., URWB SW Version	5
CON-SNT-IW5DHBUB	SNTC-8X5XNBD IW9165, 11ax 6E, directional 60 N/A ant, B dom.	5
IW9165-URWB- NW-E	IW9165 URWB Network Essentials License	5
SWIW9165-URWB-K9	URWB software for IW9165	5
IOTOD-IW-E-5Y	IOTOD IW Essential 5-year subscription	5
SVS-IOTOD-ESS	Embedded Support for Cisco IOTOD Licenses	5
IW-PWRADPT-MFIT4P=	Power Adapter, AC-DC, Micro-Fit 4Pin connector	5
IW-ACC-PMK1=	Pole/Wall Mount Kit for IW9165D with tilt and rotation	5
AIR-ACCPMK3700-2=	IW3700 Series Pole-Mount Kit, 2" to 16"	4
FLMESH-HW-HORN-90	FM-HORN-90 --- 70	8
Hewlett Packard Milestone Recording Server	HPE DL380 Gen11 24SFF CTO Server	1
	HPE DL380 Gen11 6126 Xeon-G FIO Kit	1
	HPE DL380 Gen10 6126 Xeon-G Kit	1
	HPE 16GB 2Rx8 PC4-2666V-R Smart Kit	4
	HPE 960 GB Solid State Drive - 2.5" Internal - SATA (SATA/600) - Read Intensive	10
	HPE DL38X Gen10 12Gb SAS Expander	1
	HPE 96W Smart Storage Battery 145mm Cbl	1
	HPE Smart Array P408i-a SR Gen10 Ctrlr	1
	HP Raid 6 w/SP Drive 1 FIO Setting	1
	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	2
	HPE 2U SFF Easy Install Rail Kit	1
	HPE Mobile USB DVDRW Drive	1
	HPE 5Y TC Bas wDMR DL380 Gen11 HW SVC	1
	HPE iLO Adv 1-svr Lic 3yr Support	1
	BUFFALO TECHNOLOGY DRIVESTATION VELOCITY USB 3.0 3 TB	1
Windows OS Licenses (6 Year Life Cycle)	Windows Server 2022 License (2 Core License) with 2-year Software Assurance	12
SQL Server 2022	MS-SQL Server 2022 License with Software Assurance	1
	SQL Server User License CAL	10
Remote Power Reset for Cameras / UPS	PDU Remote Power Manager	1
	SCHNEIDER SMART-UPS 2200VA OL RM LCD 100-127V NT	1

Group Name: LONDONDERRY EXIT 5 TRANSIT CENTER	BILL OF MATERIALS - LONDONDERRY Exit 5	
Part Number	Description	Quantity
C9200-24P-E	Catalyst 9200 24-port PoE+, Network Essentials	2
CON-SNT-C920024P	SNTC-8X5XNBD Catalyst 9200 24-port PoE+, Maintenance	2
C9200-NW-E-24	C9200 Network Essentials, 24-port license	2
C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	2
PWR-C6-600WAC/2	600W AC Config 6 Power Supply - Secondary Power Supply	2
C9200-DNA-E-24	C9200 Cisco DNA Essentials, 24-Port Term Licenses	2
C9200-DNA-E-24-5Y	C9200 Cisco DNA Essentials, 24-Port, 5 Year Term License	2
CAB-TA-NA	North America AC Type A Power Cable	4
IW9167EH-B-URWB	IW9167, 11ax 6E AP, 8 RF ports, B domain, URWB mode	8
CON-SNT-IW9T67EH	SNTC-8X5XNBD IW9167, 11ax 6E AP, 8 RF ports, B domain Device maintenance	8
SWIW9167-URWB-K9	URWB software for IW9167	8
IW9167-URWB- NW-E	IW URWB Network Essentials License	8
NETWORK-PNP- LIC	Network Plug-n-Play Connect for zero-touch device deployment	8
IOTOD-IW-E-5Y	IOTOD IW Essential 5year subscription	8
SVS-IOTOD-ESS	Embedded Support for Cisco IOTOD Licenses	8
IW9165DH-B-URWB	IW9165, 11ax 6E, directional ant, B dom., URWB SW Version	12
CON-SNT-IW5DHBUB	SNTC-8X5XNBD IW9165, 11ax 6E, directional ant, B dom. Maintenance	12
IW9165-URWB- NW-E	IW9165 URWB Network Essentials License	12
SWIW9165-URWB-K9	URWB software for IW9165	12
IOTOD-IW-E-5Y	IOTOD IW Essential 5year subscription	12
SVS-IOTOD-ESS	Embedded Support for Cisco IOTOD Licenses	12
IW-PWRADPT-MFIT4P=	Power Adapter, AC-DC, Micro-Fit 4Pin connector	12
GLC-SX-MM-RGD=	1000Mbps Multi-Mode Rugged SFP	1
IW-ACC-PMK1=	Pole/Wall Mount Kit for IW9165D with tilt and rotation	12
AIR-ACCPMK3700-2=	IW3700 Series Pole-Mount Kit, 2" to 16"	8
FLMESH-HW-HORN-90	FM-HORN-90	16

Group Name	BILL OF MATERIALS - LONDONDERRY Exit 5	
Part Number:	Description:	Quantity:
Hewlett Packard Milestone Recording Server	HPE DL380 Gen11 24SFF CTO Server	1
	HPE DL380 Gen11 6126 Xeon-G FIO Kit	1
	HPE DL380 Gen10 6126 Xeon-G Kit	1
	HPE 16GB 2Rx8 PC4-2666V-R Smart Kit	4
	HPE 960 GB Solid State Drive - 2.5" Internal - SATA (SATA/600) - Read Intensive	10
	HPE DL38X Gen10 12Gb SAS Expander	1
	HPE 96W Smart Storage Battery 145mm Cbl	1
	HPE Smart Array P408i-a SR Gen10 Ctrlr	1
	HP Raid 6 w/SP Drive 1 FIO Setting	1
	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	2
	HPE 2U SFF Easy Install Rail Kit	1
	HPE Mobile USB DVDRW Drive	1
	HPE 5Y TC Bas wDMR DL380 Gen11 HW SVC	1
	HPE iLO Adv 1-svr Lic 3yr Support	1
BUFFALO TECHNOLOGY DRIVESTATION VELOCITY USB 3.0 3 TB	1	
Windows OS Licenses (6 Year Life Cycle)	Windows Server 2022 License (2 Core License) w/ 2 Yr. Software Assurance	12
SQL Server 2022	MS-SQL Server 2022 License with Software Assurance	1
	SQL Server User License CAL	10
Remote Power Reset for Cameras / UPSs:	PDU Remote Power Manager	2
	SCHNEIDER SMART-UPS 2200VA OL RM LCD 100-127V NT	2

ARCOMM COMMUNICATIONS CORPORATION
EXHIBIT C
BUDGET

1. Contract Price

- 1.1 The total contract price shall not exceed \$279,212.34, to include \$253,829.40 in contract funding and \$25,382.94 in contingency funds equal to 10% of the accepted bid and outlined below:

FTA Section 5307 Capital Preventive Maintenance Funds	State Fiscal Year 2025 Funds
Contract Price	\$253,829.40
10% Contingency*	\$25,382.94
TOTAL CONTRACT FUNDING	\$279,212.34

**See §1.1.3 and §1.1.4*

- 1.1.1 The Contractor shall invoice the State monthly or quarterly. Invoices shall be mailed/mailed to:
- Attn: Michael Pouliot
NHDOT Bureau of Rail & Transit
PO Box 483
Concord, NH 03302-0483
or
Michael.G.Pouliot@dot.nh.gov
- 1.1.2 The State agrees to pay such invoices within 30 days after satisfactory completion of work invoiced, receipt of the invoice, approval, and acceptance by the State.
- 1.1.3 During the progress of the work, if subsurface or latent physical conditions are encountered at the Project Site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the Contractor shall promptly notify the State in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- 1.1.4 Upon written notification, the State will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost and/or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The State will notify the Contractor of the determination as to whether or not an adjustment of the Contract is warranted. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
- 1.1.5 No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

**ARCOMM COMMUNICATIONS CORPORATION
EXHIBIT D
CONSTRUCTION PLAN SET**

The Construction Plan Set (Revision 1) for the North & South Londonderry and Salem Transportation Centers Security and Monitoring (SMS) Upgrade consists of 32 pages and, due to its large size, is hereby incorporated into this agreement by reference. The Construction Plan Set is on file at the NH Department of Transportation and a copy is available upon request.

ARCOMM COMMUNICATIONS CORPORATION
EXHIBIT E
SECTION 677 – INTELLIGENT TRANSPORTATION SYSTEMS (ITS) EQUIPMENT
FIBER OPTIC COMMUNICATIONS SPECIFICATION

Description

- 1.1** This work shall consist of furnishing, installing, and testing Single-Mode Fiber Optic Communication Cables, Fiber Optic Splices, and Fiber Optic Splice Enclosures as shown on the plans or as ordered.

Materials

- 2.1 Technical Submittal.** The Contractor shall provide a complete technical submittal as outlined below, and shall not proceed with manufacture, fabrication or construction until the Engineer has approved the submittals in accordance with Section 105.02.
- 2.1.1** The Contractor shall provide drawings, manufacturer's specifications, and applicable catalog cuts for all materials and components for this work, submitted in accordance with section 105.02.
- 2.1.2** The Contractor shall provide documentation on the qualifications of personnel involved and responsible for the installation of the fiber optic cable. Personnel shall have at least 3 years of experience with the installation of single-mode fiber optic cable, including splicing, termination, and testing. The installation experience should be applicable to the work required for this project and shall include projects of similar or larger scope, providing mid-span access points and fusion splicing in field conditions.
- 2.1.3** Along with shop drawings and catalog cuts of all proposed materials and equipment to be installed, the Contractor shall provide the Engineer with a hardcopy of the cable Manufacturer's recommendations and requirements, listed below, for each fiber optic cable type and size:
- 2.1.3.1** Pulling lubricants recommended by the cable manufacturer for use on the cable. No other lubricants will be permitted.
- 2.1.3.2** The maximum pulling tensions of the cable, which shall specify both pulling from the cable's strength members and for pulling from the outer jacket.
- 2.1.3.3** The minimum bending radius of the cable, which shall specify a radius for both the installation and for long-term installation.
- 2.1.4** Fiber optic loss tests.

2.1.4.1 Fiber loss tests shall be conducted on all strands of the entire length of cable at both 1310 nm and 1550 nm light wavelengths. Three tests shall be conducted as follows:

- (a) By the Manufacturer prior to shipping.
- (b) By the Contractor upon delivery to the site.
- (c) By the Contractor after installation of the cable is complete

2.1.4.2 The final fiber optic loss tests conducted after installation is complete shall be conducted using an Optical Time Domain Reflectometer (OTDR). The OTDR use and settings shall conform to the requirements described in section 3.15.5 below.

2.1.4.3 An OTDR may also be used for tests specified in 2.1.4.1 (a) and 2.1.4.1 (b) above as well. The OTDR settings for these tests shall conform to the requirements described below for the final fiber optic tests specified in 3.15.5, except that bidirectional OTDR testing is not required; only testing fiber strands in one direction shall be required.

2.1.4.4 Four (4) certified copies of test results, from both tests specified in 2.1.4.1 (a) and 2.1.4.1 (b) above shall be provided to the Engineer for comparison.

2.2 Single Mode Fiber Optic Cable. All fiber optic cable shall be single-mode and shall be supplied by a single manufacturer.

2.2.1 The fiber optic cable shall include an anti-buckling central member, consisting of a dielectric glass reinforced plastic rod. The central member shall prevent the cable from buckling and stretching. The central member expansion and contraction characteristics shall be similar to the optical fibers and the fiber tubes.

2.2.2 The fiber optic cable shall include loose buffered tubes, containing no more than 12 fibers strands in each tube. Buffer tube material shall prevent the fiber from adhering to the inside of the tube.

2.2.2.1 The buffer tube diameter shall not exceed 3.0 mm and shall be colored in accordance with *TIA/EIA-598, Optical Fiber Cable Color Coding*.

2.2.2.2 Buffer tubes shall be filled with a dry water blocking material to prevent water intrusion. Water blocking material shall be nontoxic, nonirritant to skin contact, and non-nutritive to fungus. The filling shall be electrically non-conductive and readily removable with conventional nontoxic solvents.

2.2.2.3 Fiber optic strands shall be placed loosely inside the buffer tubes to allow for fiber expansion and contraction due to temperature changes.

2.2.3 Fiber optic strands shall consist of a doped-glass cylindrical core, surrounded by a concentric cladding. An acrylate coating shall cover the fiber to add protection and color. Each fiber optic strand shall meet the requirements of Table 1 below.

Table 1: Fiber Optic Strand Requirements

Fiber Optic Strand Characteristic	Requirement
Core Diameter	8.3 $\mu\text{m} \pm 0.5 \mu\text{m}$
Cladding Diameter	125 $\mu\text{m} \pm 1.0 \mu\text{m}$
Core to Cladding Offset	< 0.8 μm
Cladding Non-Circularity	< 1.0%
Total coating diameter	245 $\pm 10 \mu\text{m}$ Mechanically strippable
Coating Color	In accordance with TIA/EIA-598, Optical Fiber Cable Color Coding
Attenuation at Water Peak	Not to exceed 2.1 dB/km at 1383 $\pm 3 \text{ nm}$
Mode-Field Diameter	9.30 $\pm 0.50 \mu\text{m}$ at 1310 nm 10.5 $\pm 1.0 \mu\text{m}$ at 1550 nm
Zero Dispersion Wavelength	1301.5 nm to 1321.5 nm
Zero Dispersion Slope	<0.092 ps/(nm ² * km)
Cable Loss	<0.4 dB/km when measured at 1310 nm <0.3 dB/km when measured at 1550 nm

2.2.3.1 No point discontinuity along the fiber shall have attenuation greater than 0.10 dB at either 1310 or 1550 nm.

2.2.4 Cable casing shall be composed of high tensile strength dielectric yarns helically stranded evenly around the cable core, surrounded by a polyethylene outer jacket. A ripcord shall be provided between the first and second layer. All casing layers shall be non-nutritive to fungus.

2.2.4.1 The polyethylene outer jacket shall have a minimum thickness of 1.4 mm and shall be black medium or high-density polyethylene in accordance with ASTM D1248, Type II or Type III, Class C, Category 3, 4, or 5 and contain a suitable antioxidant.

2.2.4.2 The polyethylene outer jacket shall contain carbon black to provide ultraviolet light protection.

2.2.4.3 The polyethylene outer jacket shall have permanent affixed markings every two feet or every one meter along the cable. These markings shall contain at a minimum the cable length, manufacturer's name, date of manufacturer, and fiber count.

2.2.5 All fiber optic cable materials shall be non-conductive to electricity. In cases where armored fiber is required, it shall be single jacketed, single armored with a dielectric central element.

- 2.2.6** The fiber optic cable shall operate over a temperature range of -40°F to 165°F at a relative humidity of 10% to 90% noncondensing. The cable shall be tested in accordance with EIA/TIA-455-3A. The change in attenuation at the extreme operational temperatures shall not exceed 0.2 dB/km at 1550 nm.
- 2.2.7** The cable shall withstand 25 impact cycles when tested in accordance with *TIA/EIA-455-25, Repeated Impact Testing of Fiber Optic Cables and Cable Assemblies*. The change in attenuation shall not exceed 0.2 dB at 1550 nm.
- 2.2.8** Using a maximum mandrel and sheave diameter of 560 mm, the cable shall withstand a tensile load of 608 lbs. when tested in accordance with *TIA/EIA-455-33, Optical Fiber Cable Tensile Loading and Bending Test*. The change in attenuation shall not exceed 0.2 dB during loading and 0.1 dB after loading at 1550 nm.
- 2.2.9** The cable shall withstand four full turns around a mandrel of less than 10 times the cable diameter for non-armored cables and less than 20 times the cable diameter for armored cables after conditioning for four hours at test temperatures of -22°F to 140°F. Neither the inner or outer surfaces of the jacket shall exhibit visible cracks, splits, tears or other openings. Optical continuity shall be maintained throughout the test.
- 2.2.10** The cable shall withstand a minimum compressive load of 250 lbf/in for armored cables and 125 lbf/in for non-armored cables applied uniformly over the length of the sample when tested in accordance with *TIA/EIA-455-41, Compressive Loading Resistance of Fiber Optic Cables*. The load shall be applied at the rate of 3 mm to 20 mm per minute and maintained for ten minutes. The change in attenuation shall not exceed 0.4 dB during loading and 0.2 dB after loading at 1550 nm.
- 2.2.11** A length of cable no greater than 13'1-½" (4 meters) shall withstand 10 cycles of mechanical twisting. The change in attenuation shall not exceed 0.1 dB at 1550 nm.
- 2.2.12** The cable shall withstand 25 mechanical flexing cycles around a sheave diameter not greater than 20 times the cable diameter when tested in accordance with *TIA/EIA-455-104, Fiber Optic Cable Cyclic Flexing Test*. The change in attenuation shall not exceed 0.1 dB at 1550 nm.
- 2.3** Fiber optic cable shall be shipped and stored in reels designed to prevent damage to the cable.
- 2.3.1** Each reel shall contain an identification tag, identifying the cable's date of manufacture, the Manufacturer's product code, fiber count, length of cable, and beginning and end length markings.
- 2.3.2** Both ends of the cable shall be accessible to provide access for testing.

- 2.3.3** The cable ends shall be securely fastened and shall not protrude beyond any portion of the reel in an unprotected manner to prevent the cable from becoming loose in transport.
- 2.3.4** Cables ends shall be sealed to prevent the escape of the water blocking material and entry of moisture during shipping, handling, storage, and installation.
- 2.4** Fiber Optic Splice Enclosure shall be a stand-alone unit, manufactured for installation in an underground storage box and shall meet the following requirements:
- 2.4.1** Splice enclosures installed in a fiber optic manhole or pull box shall be capable of holding a minimum of 96 splices. Splice enclosures installed in a splice vault shall be capable of holding a minimum of 288 splices.
- 2.4.2** Splice enclosures shall be manufactured of non-corroding materials and resistant to caustic solutions. Splice enclosures shall be waterproof and airtight.
- 2.4.3** Splice enclosures shall employ re-usable sealing materials allowing multiple re-entrances without replacing any component.
- 2.4.4** Splice enclosures shall be large enough to accommodate the number and size of splice trays needed to hold the number of fiber optic cable splices specified in 2.3.1 above.
- 2.4.5** Each splice enclosure shall contain a splice tray organizer capable of holding the required number of splice trays. Splice trays shall incorporate grooves to hold the fiber optic splice in place, and a system to retain and provide strain relief to the fiber optic buffers tubes. Each splice tray shall incorporate a clear, snap-on lid.
- 2.4.6** Splice enclosures shall incorporate cable guides that maintain a bending radius for both the fiber strands and buffer tubes greater than the minimum bending radius allowed by the fiber optic cable manufacturer.
- 2.4.7** The splice enclosures shall incorporate a restraining mechanism to hold each fiber optic cable central member and outside jacket.
- 2.4.8** Mounting brackets for the splice enclosure shall be provided, as recommended by the manufacturer.

Construction Requirements

- 3.1** Prior to installation of cable, the Contractor shall clean all conduit and aerial messengers, if applicable, per industry standards.

- 3.2** The Contractor shall ensure the cable is not damaged during storage, delivery and installation. All cable shall be inspected and approved by the Engineer prior to installation.
- 3.3** The Contractor shall establish adequate voice communications between the cable feeding location and the cable pulling equipment operators prior to commencing any pulling operation.
- 3.4** All cables shall be pulled in conduit with a cable grip designed to provide a firm hold on the exterior covering of the cable, with heat shrinkable end caps placed on the cable ends. All fiber optic cables to be installed in a conduit or duct facility shall be pulled as a unit. The cable shall not be pulled along the ground, or over and around obstructions. The cable shall not be stepped on by workmen or run over by vehicles or equipment.
- 3.5** Fiber optic cable ends shall be kept sealed at all times during installation, using an approved cable end cap. Tape shall not be permitted to seal the cable end. The cable end shall remain sealed until the Contractor terminates the fiber cables. Cables that are not immediately terminated shall have a minimum of six feet of slack.
- 3.6** The fiber optic cable shall not be pulled through an intermediate junction box, pull box, or any other opening in the conduit, unless approved by the Engineer. The necessary length of cable to be installed shall be pulled from pull box, or cabinet to the immediate next downstream pull box, or cabinet. The remaining length of cable to be installed in the next conduit or along aerial messenger shall be carefully stacked or stored in a manner that allows that length of cable to be safely pulled into the next conduit.
- 3.7** The Contractor shall carefully determine the lengths of cable needed to install the cable in a continuous run between termination points as indicated on the plans or directed by the Engineer. Splicing of fiber optic cables at any location other than those shown on the plans shall not be permitted.
- 3.8** The cable reels shall be placed on the same side of the pull box with the conduit where the cable is being installed. The reel shall be made level and brought into proper alignment with the conduit section, such that the cable will pass from the top of the reel. The cable shall be fed by manually rotating the reel.
- 3.9** An approved cable feeder guide shall be used between the cable reel or the storage stack and the face of the conduit to protect the cable, and to guide the cable installation. The dimensions and set-up of the feeder guide shall be such that the cable does not bend at any location to a radius less than the cable's minimum allowable bending radius. The cable shall not be pulled over edges or corners, over or around obstructions, or through unnecessary curves or bends. The cable shall be looped in and out to cabinets and pull boxes to provide adequate slack and the least amount of stress on the fibers.
- 3.10** The maximum pulling tensions and minimum bending radius shall not be exceeded at any time during installation and shall be monitored at all times.

3.10.1 Allowable pulling tension shall be either the cable manufacturer's recommended pulling tension from the outer jacket for the cable, or eighty percent of the cable manufacturer's maximum pulling tension from the outer jacket, whichever is lesser.

3.10.2 The Contractor shall monitor the tension on the fiber optic cable with the use of an approved tension gauge. The gauge shall be placed sufficient distance from the take up reel, such that the tension can be read throughout the entire pulling operation.

3.11 When using lubricants, the Contractor shall adhere to the cable manufacturer's requirements for the proper amount, application tools and method, and removal of the lubricant from the exposed cable.

3.12 Unless otherwise shown on the Plans or directed by the Engineer, the Contractor shall install a minimum length of spare cable as shown in Table 2 below.

Table 2: Minimum Length of Spare Fiber Optic Cable Installations

Install Location	Length of Spare Cable Required
Underground Splice Vaults and Manholes	200 Feet minimum. If a splice enclosure is present, 100 feet of spare cable shall be installed on each side of the splice enclosure.
Equipment Cabinets	25 feet minimum up to 50 feet maximum. If an underground splice vault or manhole is installed within 50 feet of the cabinet, then 50 feet of spare cable shall be stored in the underground facility in addition to the 200 feet required for the splice vault or manhole.
Aerial Splice Enclosures	Length equal to 2X the distance to the nearest service vehicle parking location, plus 200 feet minimum. Half the length of spare cable shall be installed on each side of the splice enclosure.
All Other Aerial Installations	200 feet minimum for every 1500 feet of installed cable.

3.12.1 Cable storage shall be performed in an industry standard manner that does not violate the manufacturer's minimum bending radius specification of the cable. All spare cable in underground facilities shall be hung on cable racks or hooks to prevent damage or excessive bending of the fiber optic cable.

3.13 The Contractor shall tag each fiber optic cable leaving all splice vaults, manholes, cabinets and enclosures. Each tag shall be constructed of 10 mil thick vinyl, measuring 2 inches by 3.5 inches in size, minimum, with a yellow background color and shall include a 2-mil thick adhesive-backed, clear polyester laminating cover. The tag shall include holes for securing to the fiber optic cable using two nylon cable ties or other method as approved by the Engineer. The tag shall be affixed to the fiber optic cable such that the information on the tag is not obscured. The tag shall permanently state the following information:

- (a) "NHDOT FO Cable"
- (b) Strand count, e.g., "288F"
- (c) Direction of travel of the cable, e.g., "N", "S", "E", "W"
- (d) Roadway(s) along which cable is placed
- (e) Destination of cable, e.g., "Cabinet 3", "Hub 2", "SV 6"

An example of an acceptable tag is:

NHDOT FO Cable – 288F

N. along I-93 NB

To Hub 2

3.14 Fiber Optic Splices:

- 3.14.1** If fiber optic splices are proposed at a location that does not already have an existing splice enclosure installed, the Contractor shall furnish and install a new splice enclosure and splice trays meeting the requirements of 2.4. The Contractor shall provide the fiber optic splice enclosures and splice trays in the numbers and sizes required to fully construct the fiber optic splice location.
- 3.14.2** All splice installations shall be performed using a fusion splicing technique. Splices shall not exceed the maximum allowable splice insertion loss specified in 3.15.
- 3.14.3** Each spliced fiber shall be packaged in a protective, waterproof sleeve.
- 3.14.4** If special tools or kits are required to enter and close splice cases, then these tools or kits shall be provided by the Contractor.
- 3.14.5** Mounting brackets for the splice enclosure shall be supplied and installed as recommended by the manufacturer.

3.15 Fiber Optic Communications Test.

- 3.15.1** Except for the two tests specified in 2.1.4.1 (a) and 2.1.4.1 (b) above, all fiber optic communications testing shall be performed after the field installation of all equipment is complete, but before connection with NHDOT's Traffic Management Center (TMC) in Concord. The tests shall validate the functionality of the fiber optic components of the project, relative to the requirements as contained in the contract. Fiber optic communications testing shall be conducted using equipment supplied by the Contractor for this purpose. If a unit fails to pass its communications test, the Contractor shall correct the problem or replace the unit and retest it until satisfactory results are achieved.
- 3.15.2** Presence of any unexpected optical loss events (optical power loss introduced by unexpected loss events, such as those caused by micro-bending, pinching and sharp bends in fiber) greater than 0.5dB per cause, as documented in the graphic presentation of an Optical Time Domain Reflectometer (OTDR) test, or the total

loss introduced by unexpected optical loss events greater than 1dB in an OTDR test, are grounds for rejection of the related fiber installation. All power losses not attributable to planned connectors and splices are considered unexpected loss events.

- 3.15.3** Splice insertion loss shall not exceed 0.1 dB.
- 3.15.4** The Contractor shall provide all equipment, materials and labor required to perform each test, including laptop computers, internet connections, software, and maintenance of traffic.
- 3.15.5** The Contractor shall propose ITS testing plans and procedures and submit these plans to the Engineer for approval. Test plans shall be developed to provide a mechanism that ensures that all contract requirements have been tested successfully and verified.
 - 3.15.5.1** Each of the test plans shall contain the date, time, and location of the testing, names of the Contractor personnel who will be conducting the testing, descriptive overview of the proposed test procedure, and a list of test equipment required to perform the tests. Test logging forms, presented in tabular format, shall include separate columns for test case, descriptions detailing the test step to be performed, expected results, actual results, pass/fail status, and comments on the test step or result.
 - 3.15.5.2** The Contractor shall supply separate test logging forms at the time of testing for each test plan, and for each device location. The test logging forms shall show the device location, date, and the start and end times of the test. At the end of each test logging form, there shall space to include dated signatures for Contractor personnel conducting the test; NHDOT representative witnesses, NHDOT Project Manager or Contract Administrator. Signatures on the test logging form will signify only that the test was performed and witnessed, not that it passed or failed.
 - 3.15.5.3** The detailed test plans shall be submitted to the Engineer no later than 15 working days prior to the beginning of each test phase for approval. If any deviations or changes to the approved test plans arise, it shall be resubmitted for review and approval prior to any planned test activity. No tests shall be conducted until the test plans have been approved.
 - 3.15.5.4** The Contractor shall have approved test plans prior to submitting a request to schedule the start of any test activities. The Contractor shall notify the Engineer no less than 7 days prior to the beginning of any equipment or systems testing.

3.15.5.5 A summary of all tests shall be produced at the completion of each testing phase of the project to ensure that all requirements defined by the system are satisfied.

3.15.6 Fiber optic loss tests and OTDR settings.

3.15.6.1 Testing shall be conducted on all components of the fiber optic cable plant, including all strands of all fiber cables, all splices, and all terminated patch panel positions, as shown in the Plans.

3.15.6.2 The OTDR testing shall be performed twice on every fiber strand of each fiber segment, once in each direction. The optical loss for all components of the fiber optic cable plant tested shall be the average of the two readings and shall be the measurement used by the Engineer for comparison against the specification requirements.

3.15.6.3 The OTDR used shall internally store all fiber optic cable signatures, and the signatures shall be downloadable to a computer. Signatures of all cables tested shall be supplied by the Contractor in electronic format. The Contractor shall supply OTDR emulation software manufactured by the OTDR manufacturer which is capable of reading the stored signatures and performing all measurement and analysis on the stored signatures as if the OTDR were connected live to the fiber optic cable. The analysis shall include, but not be limited to, readout of fiber loss per unit length, splice loss measurement (amount of loss and distance from OTDR), connector loss measurement (amount of loss and distance from OTDR), total fiber optic cable length, and generation of event tables, as well as identification and measurement of any other reflective events or faults.

3.15.6.4 The pulse width setting of the OTDR shall be set to the lowest possible setting while allowing the full length of fiber optic cable to be measured for faults or reflective events. In no case shall the pulse width be set to a value greater than 100 ns. The pulse width shall be set to a value sufficiently small so that the optical dead zone shall not extend any distance into the cable being tested.

3.15.6.5 All OTDR testing shall be performed using a launch cable of 1500 feet in length, or greater.

3.15.6.6 For terminated fiber strands, the OTDR "A" marker shall be placed upstream of the connection between the launch cable and the cable under test. For unterminated fiber strands, the "A" marker shall be placed downstream of the launch cable connection, but it shall not be placed downstream of this point by a distance exceeding two percent of the length of the cable under test.

- 3.15.6.7** The OTDR "B" marker shall be placed upstream of the end of the cable, but it shall not be placed upstream of this point by a distance exceeding two percent of the length of the cable under test.
 - 3.15.6.8** All OTDR traces shall show the total optical loss between the "A" and "B" markers, in units of decibels per kilometer (dB/km).
 - 3.15.6.9** The Contractor shall document the OTDR readings by supplying hard copies of the OTDR signatures for all fiber optic cables. The Contractor shall also supply hard copies of the reflective event table for all optical fibers which shall be directly printed out from the OTDR.
 - 3.15.6.10** The Contractor shall supply fiber optic cable plant loss calculations for all installed components of the cable plant demonstrating that the total plant losses for each fiber are less than the minimum optical fiber optic modem power budget by a safety margin of at least 4 dB.
 - 3.15.7** The Department reserves the right to examine and test or retest any or all materials furnished by the Contractor for the project to determine if they meet the requirements specified within the Contract Documents.
 - 3.15.8** The Contractor shall conduct all tests in the presence of the Engineer or a representative of the NHDOT Bureau of Transportation Systems Management and Operations (TSMO).
 - 3.15.9** Test results shall be packaged and submitted to NHDOT within one week of test completion. No test phase shall begin until all prior test phases have been completed, and test results have been approved by the NHDOT.
 - 3.15.10** The Contractor shall provide any test specific software for testing, as needed.
 - 3.15.11** If installed equipment utilizing the fiber optic cable communication system is subject to an Operational Acceptance Test period, the fiber optic cable shall also be subject to operational testing for the same period of time. This test period will demonstrate that all fiber optic cable and equipment is properly installed, free from problems, exhibits stable and reliable performance communicates reliably with NHDOT's TMC and complies with the Contract Documents. In the event of a failure, the problem shall be reported to the Contractor. The failure shall be corrected, and the operational tests shall then be restarted.
- 3.16 Documentation.** Complete and accurate as-built global positioning system (GPS) coordinates for the entire system shall be clearly labeled with the project name, number, marked as ITS As-Built and forwarded to the NHDOT TSMO – Attn: ITS Project Manager, 110 Smokey Bear Blvd. Concord, NH 03301 (603-271-6862).

3.16.1 The Contractor shall provide as-built GPS coordinates and information for the locations of all splices and connections for each strand of fiber optic cable. This documentation shall show the distance in feet of fiber optic cable from the end of the cable for every splice and connection, the cable length marking as marked on the cable for every splice and connection and shall also show the total number of fiber strands of the installed cable. Four copies of the documentation shall be furnished to the Engineer prior to testing.

3.16.2 The GPS coordinates shall be accurate to +/- 2 feet.

3.17 Guarantees and Warranties.

3.17.1 **Limits of Guaranteed Work.** The Contractor shall unconditionally guarantee all system and subsystem modules including all cabinets, equipment, hardware, and software installed to be free of defects. The guarantee shall cover all materials, labor, equipment, transportation, maintenance of traffic, and incidentals required to facilitate responsive maintenance as necessary to repair and replace any defective modules, systems or subsystems of the fiber optic cable installation.

3.17.2 It shall be the Contractor's responsibility to secure all guarantees that are customarily issued by the equipment manufacturers for the specific equipment included in the Contract. The form in which such guarantees are delivered to the Contractor shall include the provision that they are subject to transfer to the Department and shall be accompanied by proper validation of such fact. Transfer of guarantees shall coincide with the Guarantee Period specified below.

3.17.3 **Guarantee Period.** The length of guarantee will be 1 year from the date of the system acceptance by the Engineer. Additionally, the Contractor shall guarantee availability of compatible replacement equipment (to the field replaceable unit level) for a ten-year time period from the same date.

3.17.4 **Manufacturer's Warranties.** The terms of any equipment warranties stipulated by the equipment manufacturers shall be provided with product data included in the Technical Submittal, specified in Section 2.1 above. The terms of any equipment manufacturer's warranties will not relieve the Contractor from any of the guaranteed requirements of this contract.

3.17.5 **Guarantee Work (Corrective Action).** The Contractor shall be responsible for repairs during the Guarantee Period. Repair is defined as all activities that shall be performed for the system to remain in, or return to, operation as observed at the time of system acceptance. The work consists of the repair of defective devices that fail during the normal course of operation and does not include repairs or replacements made necessary due to damage resulting from vandalism, traffic accidents, or acts of God. The Contractor shall provide on-site warranty service of the equipment within 24-hours of notification by NHDOT. If the Contractor is unable to affect a repair to the system within 7 days of notification, temporary

equipment meeting all the original equipment specifications may be requested by the Department and shall be provided and installed at no cost to the Department. The Contractor shall then either fix or replace the broken device or equipment at their discretion.

3.17.6 A log of all guaranteed work performed by the Contractor during the Guarantee Period shall be maintained by the Contractor. The log shall include the following information:

- (a) Date and time defect reported
- (b) Entity reporting the defect
- (c) Description of the reported defect
- (d) Technician responding to reported defect
- (e) Arrival time at the site of the technician
- (f) Technician performing defect repair or replacement
- (g) Description of observed defect
- (h) Corrective actions taken
- (i) Model and serial number of any module repaired or replaced
- (j) Date and time defect rectified

3.17.7 When a guarantee is available on repaired or replacement components, a written and signed guarantee shall accompany the manufacturer's billing invoice. The Engineer or inspecting agent will sign and retain the original and provide a copy to the maintaining agency and a copy to the manufacturer.

Method of Measurement

4.1 Single Mode Fiber Optic Cable of the specified number of strands will be measured by the linear foot, to the nearest 1.0 foot of cable actually installed, tested, and accepted.

4.1.1 Additional cable installed as slack cable will be measured as a plan quantity by the linear foot of the specified cable as stated in Table 2 above.

4.2 Fiber Optic Splices will be measured by number of fiber splices actually installed, tested, and accepted.

4.3 Furnishing and installing splice enclosures and splice trays for fiber optic splices, when needed, shall be subsidiary to the work.

Basis of Payment

5.1 The accepted quantity of Single Mode Fiber Optic Cable of the type specified in the Contract Documents will be paid for at the contract unit price per linear foot complete in place, including furnishing, installing, connecting, and testing the fiber optic cable, and all labor, tools, hardware, materials, equipment, storage, transportation, system

maintenance, guaranties/warranties, and incidentals necessary to provide a complete installation.

- 5.2 The accepted quantity of Fiber Optic Splices will be paid for at the contract unit price per each complete in place at the locations specified in the Contract Documents or as directed by the Engineer, including installing, connecting, and testing the fiber optic splices, and all labor, tools, hardware, materials, equipment, transportation, and incidentals necessary to provide complete fiber optic splices.
- 5.3 Splice Enclosures and Splice Trays will be subsidiary.
- 5.4 Testing of each Fiber Optic Splice will be subsidiary, including all labor, tools, optical time domain receivers (OTDR), calibration, and equipment required to test each splice.
- 5.5 All conduit and pull boxes will be paid for under 614.

Pay items and units:

677.51012 12 - Strand Single Mode Fiber Optic Cable	Linear Foot
677.51024 24 - Strand Single Mode Fiber Optic Cable	Linear Foot
677.51072 72 - Strand Single Mode Fiber Optic Cable	Linear Foot
677.51096 96 - Strand Single Mode Fiber Optic Cable	Linear Foot
677.51192 192 - Strand Single Mode Fiber Optic Cable	Linear Foot
677.51288 288 - Strand Single Mode Fiber Optic Cable	Linear Foot
677.53 Fiber Optic Splice	Each

ARCOMM COMMUNICATIONS CORPORATION
EXHIBIT F
SUMMARY OF REQUIREMENTS FOR FEDERAL-AID PROJECTS

1. Subletting on Federal-aid Contracts:

a. On Federal-Aid projects, the following documents are required to be incorporated in and made a part of, every subcontract agreement; including lower-tier subcontract agreements, and companies, and/or independent contractors that perform testing, monitoring, inspection services such as ground penetrating radar, erosion control monitoring, video inspection, SWPPP, POP, environmental testing/monitoring or vibration monitoring, require subcontractor approval:

- NHDOT Subcontracting Procedure and Forms:
 - Updated Annual Assurances (annual requirement). Contractors will not be approved or authorized to work until all Office of Federal Compliance (OFC) Annual Assurance requirements have been fulfilled.
 - OFC Form 15 - Transmittal Request
 - OFC Form 14a – Annual Contractor Assurances
 - OFC Form 26 - Work Certificate
- A signed written contract, including:
 - A valid Certificate of Insurance, listing NHDOT as the Certificate holder. OFC staff will verify coverage with the NH Department of Labor (NHDOL). Workers Compensation Insurance needs to be on the National Council on Compensation Insurance (NCCI) database and company must be in good standing with NH Secretary of State.
 - Per NH RSA 228:4-b, Workers' Compensation Insurance must cover all individuals performing work on site and shall remain in effect for the duration of the contractor's work on the project. No excluded individual, owner, or officer may perform work on site without exception. All persons working on site must have Workers' Compensation coverage on file with the NHDOL.
 - Attention of the Contractor is called to NHDOT Standard Specifications 107.02 and NH RSA 293- A:15.01, which, among other provisions, requires that all Contractors, including those based out-of-state, register their business name with the NH Secretary of State's Office and remain active or in good standing throughout the period of participation.
- Required Contract Provisions (FHWA-1273)
- Disadvantaged Business Enterprise (DBE) Program Requirements (Standard Specification 103.06)
- Prompt Payment to Subcontractors (Standard Specification 109.09)
- 41 CFR 60-4 Affirmative Action Requirements
- Applicable only to contracts or subcontracts in excess of \$10,000
- U.S. Department of Labor (USDOL) wage rates entitled "GENERAL WAGE DECISION" (as contained in the Contract)

- o Does not apply to companies performing Davis-Bacon exempt work (such as testing, monitoring, and inspection services).
- b. Prime Contractors shall submit consent to sublet packages to the NHDOT **at least 5** working days prior to said subcontractor (or lower-tier subcontractor) performing work on site.

2. FHWA Form 1273, Required Contract Provisions:

- a. The Prime Contractor shall insert in each subcontract all the stipulations contained in the Required Contract Provisions. Primes shall further require their inclusion in any lower-tier subcontract or purchase order that may in-turn be made. The Required Contract Provisions shall not be incorporated by reference in any case.
- b. In accordance with Section I, Paragraph 1, the Prime Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider. This shall include any unpaid wages found to be owed that is not paid by a subcontractor or lower-tier subcontractor.
- c. In accordance with Section I, Paragraph 3, "A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA."

3. Certified Payrolls and Time Sheets:

- a. Submission Format: Payrolls, as required by FHWA Form 1273, shall be submitted electronically (email) as a pdf document to the NHDOT Contract Administrator, consistently named in the following format: Contractor's name (abbreviated is acceptable) followed by the "week ending" date (yyyy/mm/dd). The Contractor's and each Subcontractor's payroll shall be submitted as separate, individual files.

Example: Plow Brothers Inc 2017-12-09

- b. Multiple Counties/States or Categories (Highway/Building/Heavy): Whenever Contracts have multiple wage determinations, contractors shall indicate, on each payroll submission, which wage determination is applicable to the work. In the instance that there are multiple counties within the Contract the payroll shall indicate which county the work was performed.
- c. Project Specific: Except for weekly gross pay, deductions, and weekly net pay, all information shown on certified payrolls shall be project specific. Please reference FHWA Form 1273 for additional payroll requirements and limitations.
- d. Time Sheets: Every contractor shall create and maintain time sheets for every worker performing work on the project. This includes salaried employees who perform work in a classification, either intermittently or full time. Time sheets shall record all work performed during the work week, both Federal and non-Federal, shop time, travel time considered work time, including any time considered "hours worked" as described under the Fair Labor Standards Act, Part 785. When requested, Contractors shall provide copies of time sheets to the OFC in support of certified payroll report information being provided. Time sheets, payroll records, and other basic records relating thereto shall be

maintained by the Contractor during the course of the work and preserved for a period of three years from final invoice for all laborers and mechanics working at the site of work.

4. Requesting Work Classifications, Classifying Workers, and/or Payment of Wages.

- a. The Prime Contractor is required to submit an additional request to the NHDOT for any classification of labor/equipment that they or their subcontractors shall be utilizing under the Contract that is not contained in the Proposal's Federal General Decision.
- b. Conformance submissions shall be in accordance with U.S. Department of Labor Memorandum No. 213, dated March 22, 2013. A copy of the Memorandum can be found at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/AAM213.pdf>.
- c. Unless otherwise instructed by the OFC, a SF 1444 shall be used for this purpose.
- d. Requests must be submitted to the NHDOT prior to any work being performed in the classification(s).
- e. Contractors who do not receive a USDOL conformance decision from the OFC within 45 days of submission should follow-up with the OFC.
- f. Once a decision is received from the USDOL, the OFC will notify the Prime Contractor. In cases when the USDOL stipulates a higher rate of pay than the one proposed by the Contractor, and the Contractor elects not to submit an appeal, restitution, if due, shall be paid to employees within 10 calendar days of being notified by the OFC. Restitution requirements of the NHDOT shall apply.
- g. Appeals shall be filed with the USDOL within 30 calendar days and a courtesy copy forwarded to the OFC at the same time. Restitution, if applicable, does not need to be paid during the time the appeal is under review by the USDOL.
- h. Contractors shall immediately inform the OFC whenever appeal decisions (including reconsideration requests) are received from the USDOL.
- i. In cases when a contractor indicates to the OFC, he/she plans to appeal the USDOL decision but fails to provide the OFC proof of submission within 30 calendar days, the contractor shall comply with the original USDOL decision. The OFC will subsequently notify the Contractor that proof of an appeal was not received within 30 days and restitution, if applicable, must be paid to workers within 10 calendar days. Contractors who fail to provide restitution will be deemed "in non-compliance."
- j. OFC payment release authorization letters (Okay to Pay letters) cannot be accomplished until all wage conformances have been deemed closed (USDOL responses have been received), any pending contractor wage appeals have been finalized, with restitution paid if applicable, and all Prompt Pay requirements have been met.
- k. Job Classifications Descriptions (Laboring Category): While most of skilled and unskilled crafts appearing in Wage Determinations are self-explanatory, the below classifications (not all inclusive) have been described by the NHDOT and are consistent with USDOL requirements. Questions involving correct classification of workers should be addressed prior to performing work on the project. Workers performing in these classifications, according to the description, will be classified by contractors accordingly:

- 1) **Asbestos Abatement**: All work associated with asbestos abatement shall be classified as "Laborer," unless said work involves piping that will be reinsulated. In these cases, "Asbestos Abatement Worker" shall be used.
- 2) **Blaster**: Supervises and assists in locating, loading, and firing blast holes with explosives to break up hard materials. This work includes any of the following duties on-site: determining the spacing and depth of drilled holes; determining the amount of explosives, timing, and placement of detonators; handling blasting materials in the work area; loading holes with detonators, primers, and explosives; tamping and stemming holes; directing the placement of blasting mats or other flyrock controls; and detonating the charges.
- 3) **Brick Mason** (also called Brick Layers): Builds and repairs walls, floors, paths/sidewalks, partitions, fireplaces, chimneys, and other structures with brick, pavers, precast masonry panels, concrete block, and other masonry materials, with or without mortar.
- 4) **Carpenter (Form Work Only)**: Formwork carpenters build the molds that retain wet concrete in the construction of bridges, foundations, and other concrete structures. This also includes pre-manufactured forms made of steel, wood, or heavy plastic. Work under this class also includes bracing required to hold the forms in place.
- 5) **Carpenter (Excluding Form Work)**: Involves all carpentry work not directly related to the pouring of concrete. This includes, without limitation, scaffolding, safety rail, platforms, walkways, stairs, demo containment, buildings, and bracing that is not in direct contact with concrete.

Note 1: Any work to dismantle where workers can simply "tear it apart" and where no safety concerns are present can be performed by Common or General Laborers.

Note 2: Questions involving these classes should be addressed prior to performing work on the project.
- 6) **Drill Operator**: Unless a hand-held tool, which can then be classified and performed as a Common/General Laborer, all drill work shall be performed in the "Drill Operator" classification. Conformances, if needed, shall be consistent with this requirement.
- 7) **Guardrail Installer**: Except for the "pounder," each person performing guardrail installation work shall be classified as "Guardrail Installer."
- 8) **Ironworker (Reinforcing)**: Positions and secures steel bars to placement of reinforced concrete; determines number, size, shape, and location of reinforcing rods from plans, specifications, sketches and/or oral instructions; places and ties reinforcing steel using wire and pliers, sets rods in place, spaces and secures reinforcing rods. May bend steel rods with hand tools or operate a rod-bending machine; may reinforce concrete with wire mesh; may perform other related duties.
- 9) **Ironworker (Structural)**: Performs any combination of the following duties to set beams, hang diaphragms, install bolts, torque bolts, test bolts, raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks, working as a member of a crew; sets up hoisting equipment for raising and placing structural steel members; fastens steel members to cable of hoist using chain, cable or rope; signals worker operating hoisting equipment to lift

and place steel members. Guides member using guy line (rope) or rides on member to guide it into position. Reads plans; rigs, assembles, and erects structural members requiring riveting or welding. May perform other related duties.

- 10) **Lead Abatement Worker**: All work associated with lead abatement shall be classified as "Lead Abatement Worker".
- 11) **Stone Mason**: Builds stone walls, as well as set stone exteriors and floors, lays/sets all cut stone, marble, slate, or stone, with or without mortar. They work with natural cut stone, such as marble, granite, limestone, and artificial stone made of concrete, marble chips, or other masonry materials.
- 12) **Sweeper/Broom Operators**: Whenever Sweeper or Broom does not appear in the Wage Determination, contractors may use the Truck Driver classification for this service if the equipment used is of the over the road type (only). However, anytime the Contract has an established classification/rate for "Sweeper or "Broom," this classification must be used and the minimum rate, as it appears in the contract, shall apply.
- 13) **Traffic Coordinator**: Performs sign placement and maintenance, including proper set up and relocation of construction sign packages and message boards; designs lane closures in accordance with local, state, and Federal requirements. Please do not confuse this classification with Flagger.

5. **Prompt Pay to Subcontractors and Material Suppliers**: Prompt pay requirements are outlined in the NHDOT Standard Specifications Section 109.09. Submissions are due to OFC at laborcompliance@dot.nh.gov no later than the 10th calendar day of each month.

- a. **State managed projects**: Contractors may use the OFC Form 18 or utilize their own document that contains the same required information unless otherwise instructed by the OFC.
- b. **LPA projects**: Contractors shall use the OFC Form 12.
 - Contractors may use the OFC Form 18 or utilize their own document that contains the same required information unless otherwise instructed by the OFC.
 - If no payments were made for a State managed or LPA project during the reporting period, contractors shall submit the appropriate certification form or email indicating "no payments made to subcontractors."

6. **Mandatory Training**: Prime Contractors who fail to obtain an annual average (based on the calendar year) of at least 60% "Satisfactory" ratings on all OFC Compliance Field Audit Reports may be required to attend a mandatory 4-hour Contractor Compliance Training Class each spring (as scheduled by the OFC). A principal owner or executive officer of the company, and his/her payroll accountant shall attend.

- a. Compliance ratings will be averaged over all projects if a Prime Contractor has multiple projects.
- b. The OFC has at least two Contractor Compliance Training Seminars each year. Every contractor participating on Federal-aid construction projects is encouraged to attend.

7. **Restitution:** If required, restitution shall be performed in accordance with the OFC guidelines. The OFC Form 8 - Restitution Worksheet and Affidavit shall be used.

8. **Corrective Action Plan**

- a. Any Contractor, Subcontractor, or Lower-tier Subcontractor found to be in violation of Required Contract Provisions, made part of its contract may be suspended to work on existing or future projects and/or required to provide a Corrective Action Plan (CAP). Other sanctions may be imposed by the Department as appropriate.

Corrective action will include, but not limited to, the submission of certified payrolls or other records and reports necessary to verify compliance with the Provisions.

- b. Any Contractor, regardless of the tier, found to have repeatedly violated the Required Contract Provisions, may be required to complete 4-hours of Contractor Compliance Training conducted by the Department. When mandated, a principal owner and/or company executive and his/her payroll accountant shall attend Contractor Compliance Training must be completed before participation on future projects is authorized. This requirement does not relieve the Contractor of its obligations under the prime contract, nor does it prevent the Department from seeking other remedies or enforcement actions, as provided by the governing Rules and Laws and Federal Regulations.
- c. Companies will be notified of violations in writing. Actions the company must take to have participation privileges restored will be clearly indicated. Companies will also be advised that if a satisfactory response is not received within 7 days of the requested CAP, the company will be considered "non-responsive." In cases where lower tier companies are non-responsive, matter will then be deferred to the Prime Contractor for payment of outstanding payments as provided in Required Contract Provisions.

9. **Right to Withhold Payment:** The Department may withhold payments claimed by the Contractor on account of:

- a. Failure of the Contractor to make payments to Subcontractors for materials or labor.
- b. Regulatory non-compliance or enforcement.
- c. Failure to comply with OFC Field Audit Report requirements.
- d. Failure to comply with monthly reporting requirements, as applicable.
- e. For projects with an On-The-Job Training (OJT) requirement, failure to submit OJT Form 1 - On-The-Job Training Acknowledgement and Statement of Intent within 30 days of the project start date.
- f. Failure to submit closeout documentation.
- g. All other causes that the Department reasonably determines negatively affect the State's interest.

10. **Final Payment Release:** Once final project records are transferred to the OFC, a final review shall be performed to determine compliance with the Federal provisions. Release of any final payment shall not be made to the Contractor until the OFC issues a payment release letter (Okay to Pay) certifying:

- a. All required payrolls, labor, and Equal Employment Opportunity (EEO) documentation have been received and deemed complete and correct.
- b. DBE requirements stipulated in the Contract and/or the Required Contract Provisions have been fulfilled.

11. Deposits in Escrow: Every attempt is made to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, however, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, the project can proceed to final closing provided the Prime Contractor, from payments already provided him/her, provides written evidence a deposit of an amount equal to the potential liability for wage restitution and liquidated damages, if applicable, has been deposited in an escrow account. When a final decision is rendered, the Prime Contractor makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

- a. Where the parties have agreed to amounts of wage restitution that are due but the employer has not yet furnished evidence that all the underpaid workers have received their back wages. The deposit is equal to the amount of restitution due to workers lacking payment evidence. As proper documentation is received, an amount corresponding to the documentation is returned to the depositor. Amounts for any workers who cannot be located are held in the escrow account for three (3) years. Amounts remaining in the account not disbursed by the end of this three-year period shall be returned to the Prime Contractor.
- b. Where underpayments are suspected or alleged and an investigation has not yet been completed. The deposit is equal to the amount of wage restitution and liquidated damages, if applicable, that is estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained for a period of three (3) years and subsequently disbursed to the depositor as described above in Paragraph 12a.
- c. Where the parties are waiting for the outcome of an administrative hearing that has been or will be filed contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated dates, if applicable, that have been determined to be due. Once the final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Please direct questions relating to any information in this document to the OFC at laborcompliance@dot.nh.gov. See the OFC website (<https://www.dot.nh.gov/doing-business-nhdot/office-access-opportunity-and-compliance>) for forms, documents, and other helpful material.

ARCOMM COMMUNICATIONS CORPORATION
EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Disadvantaged Business Enterprise (DBE) Policy. It is the policy of the New Hampshire Department of Transportation (NHDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBEs) to participate in the performance of all contracts and subcontracts financed with Federal funds as specified by the regulations of the United States Department of Transportation (USDOT), Federal Transit Administration as set forth below.

1. **Policy.** It is the policy of the USDOT to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 Code of Federal Regulation (CFR) Part 26, to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies to this contract.

2. **Disadvantaged Business Enterprise (DBE) Obligation.** The State and its Contractors agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Each subcontract the Prime Contractor signs with a subcontractor must include this assurance: "The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-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 NHDOT deems appropriate."

3. **Sanctions of Non-Compliance.** The Contractor is hereby advised that failure of the Contractor, or any Subcontractor performing work under this contract, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of contract and, after notification of the USDOT, may result in termination of this contract or such remedy as the State deems appropriate.

Disadvantaged Business Enterprise (DBE) Program Goals. The NHDOT is required to set an overall DBE goal for participation in all transportation related Federal-aid projects which can be obtained through race-neutral means (i.e., voluntary participation and utilization of DBEs on Federal-aid projects). Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Overall (Race-Neutral) Statewide DBE Goals. The NHDOT strives to meet the set statewide DBE goal by using race-neutral means. The overall DBE goal is determined following guidelines set forth in 49 CFR 26.45, and based on the availability of ready, willing, and able DBEs who submitted bids for transportation related projects, compared as a percentage of all available contractors who submitted bids for transportation related projects during the same time

period. This means that unless otherwise stated in the contract, the NHDOT relies on the voluntary cooperation (race-neutral means) of all contractors to utilize DBEs on every project, sufficient to meet or exceed the current statewide DBE goal. The DBE goal may be adjusted to consider other factors impacting DBE utilization, to narrowly tailor the overall DBE goal. The detailed goal setting methodology and current overall DBE goal may be viewed on the NHDOT website at www.dot.nh.gov.

Disadvantaged Business Enterprise (DBE) Definition. A DBE is defined as a for-profit business that is owned and controlled by one or more socially and economically disadvantaged person(s). For the purpose of this definition:

- A. "Socially and economically disadvantaged person" means any rebuttably presumed individual as defined by 49 CFR and/or any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control (49 CFR 26.5).
- B. "Owned and controlled" means a business which is:
 - (1) A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
 - (2) A partnership, joint venture, or limited liability Company in which at least 51% of the beneficial ownership interests is legitimately held by a disadvantaged person(s).
 - (3) A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests are legitimately held by a disadvantaged person(s).

The disadvantaged group owner(s) or stockholder(s) must possess control over management, interest in capital, and interest in earnings commensurate with the percentage of ownership. Disadvantaged participation in a joint venture must also be based on the sharing of real economic interest and must include proportionate control over management, capital, and earnings, as above. If the disadvantaged group ownership interests are real, substantial and continuing and not created solely to meet the requirements of this program, a firm is considered a bona fide DBE.

Certified DBE Directory. The current New Hampshire Disadvantaged Business Enterprise (DBE) Directory is available online at www.dot.nh.gov/doing-business-nhdot/office-access-opportunity-and-compliance/disadvantaged-business-enterprise. This directory contains all currently certified DBEs available for work in New Hampshire and is updated weekly. Only firms listed in this directory are eligible for DBE Program/Goal credit on NH Federal-aid projects. Questions about DBE certification, or if further assistance is needed, should be directed to the External EEO Coordinator at (603) 271-8252 or dbecertification@dot.nh.gov.

Counting DBE Participation for Project Goals. In order for payments made to DBE contractors to be counted toward DBE goals, the DBE contractors must perform a Commercially Useful function (CUF), which means that DBE must be responsible for execution of the work of the contract and must carry out its responsibilities by actually performing, managing, and supervising the work involved, consistent with standard industry practices:

Furthermore, this means that:

- A. The DBE must also be responsible for ordering its own materials and supplies, determining quantity and quality, negotiating price, installing (where applicable) and paying for the material itself;
- B. The DBE must perform work commensurate with the amount of its contract;
- C. The DBE's contribution cannot be that of an extra participant or a conduit through which funds are passed in order to obtain the appearance of DBE participation;
- D. The DBE must exercise responsibility for at least fifty percent of the total cost of its contract with its own work force;
- E. None of the DBE's work can be subcontracted back to the Prime Contractor, nor can the DBE employ the prime's, or other subcontractor's supervisors currently working on the project;
- F. The DBE's labor force must be separate and apart from that of the Prime Contractor or other subcontractors on the project. Transferring crews between primes, subcontractors, and DBE contractors is not acceptable;
- G. The DBE owner must hold a Public Works license and any other professional or craft licenses required for the type of work he/she performs on the project; and
- H. The DBE may rent or lease, at competitive rates, equipment needed on the project from customary leasing sources or from other subcontractors on the project.

Allowable credit for payments made to DBEs for work performed. A contractor may take credit for payments made to a certified DBE that satisfies CUF requirements at the following rate:

- A. **A DBE Prime Contractor:** Count 100% of the value of work performed by own forces, equipment and materials count towards DBE goals.
- B. **An approved DBE Subcontractor:** Count 100% of the value of work performed by the DBE's own forces, equipment, and materials, excluding the following:
 - The cost of materials/supplies purchased from a non-DBE Prime Contractor.
 - The value of work provided by non-DBE lower tier subcontractors, including non-DBE trucking to deliver asphalt to a DBE contractor.
- C. **A DBE owner-operator of construction equipment:** Count 100% of expenditures committed.

- D. **A DBE manufacturer:** Count 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- E. **A regular DBE dealer/supplier:** Count 60% of expenditures committed. A regular dealer/supplier is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment, in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business, if the person both owns and operates distribution equipment for the products, by the means of a long-term agreement, and not by a contract-by-contract basis.
- F. **A DBE Broker:** Count for DBE credit only the fees or commissions charged for assistance in the procurement, and fees and transportation charges for the delivery of materials or supplies required at the job site, but not the cost of materials procured. A broker is defined as any person(s) or firm who arranges or expedites transactions for materials or supplies and does not take physical possession of the materials or supplies at their place of business for resale.
- G. **A DBE renter of construction equipment to a contractor:** Count 20% of expenditures committed, with or without operator.
- H. **A bona fide DBE service provider:** Count 100% of reasonable fees or commissions.
Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.
- I. **A trucking, hauling or delivery operation:** Count 100% of expenditures committed when trucks are owned, operated, licensed, and insured by the DBE and used on the contract and, if applicable, includes the cost of the materials and supplies. 100% of expenditures committed when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees, or commissions, the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
- J. **Any combination of the above.**

Reporting Requirements for Payments Made to DBEs. On all Federal-aid projects, due to the prompt payment requirement, contractors are required to report payments made to DBEs during the life of the contract, on a monthly basis. The NHDOT will provide the Contractor with a monthly Prompt Payment Certification Form, detailing all DBEs subcontracted by the Contractor, per project. The Contractor shall report any payments made to DBEs during the requested reporting period. This form shall be submitted to the Office of Federal Compliance (OFC) at laborcompliance@dot.nh.gov. Failure of the Contractor to submit this information may result in the Department withholding progress payments.

ARCOMM COMMUNICATIONS CORPORATION
EXHIBIT H
WAGE RATES
FEDERAL AID PROJECTS

This proposal contains minimum wage determinations as specified by the U.S. Secretary of Labor. Copies of the attached wage determination(s) shall be posted on the bulletin board at the work site and furnished to employees upon request. Furthermore, the wage determination(s) shall be incorporated into all subcontract agreements.

If the Contractor, any subcontractor or lower-tier contractor intend to employ a classification of labor not listed in the attached determination(s), it shall submit a Request for Additional Work Classification(s) to the New Hampshire Department of Transportation, Labor Compliance Office at (603) 271-2467. The Contractor is responsible for ensuring that a Request is submitted for any additional classification of work to be employed by itself, any subcontractor or lower-tier contractor 3-4 weeks before the classification is utilized.

This contract is subject to the Work Hours Act of 1962, P.L. 87-581 and implementing regulations.

**ARCOMM COMMUNICATIONS CORPORATION
EXHIBIT I
DAVIS-BACON ACT
WAGE RATE DECISIONS
FOR
HILLSBOROUGH AND ROCKINGHAM COUNTIES**

RFB 68-25
Security Camera Installation

"General Decision Number: NH20240022 03/22/2024 Superseded General Decision

Number: NH20230022

State: New Hampshire Construction Type: Building

County: Rockingham County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/22/2024

**RFB 68-25
Security Camera Installation**

3E0006-014 09/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$42.80	35.16

BOIL0029-004 01/01/2021

	Rates	Fringes
BOILERMAKER	\$38.08	25.70

BRNH0003-001 06/01/2020

	Rates	Fringes
BRICKLAYER	\$42.55	28.02

* ELEC0490-006 01/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Alarm Installation)	\$34.49	22.49

ELEV0004-007 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	\$68.38	37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0007-037 09/16/2023

	Rates	Fringes
IRONWORKER (Reinforcing and Structural)	\$30.83	24.97

* LABO0976-008 12/01/2023

	Rates	Fringes
LABORER: Common or General	\$25.40	21.43

PLUM0131-004 06/05/2023

	Rates	Fringes
PIPEFITTER	\$40.36	25.24

| SUNH2015-008 06/16/2017

	Rates	Fringes
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RFB 68-25
Security Camera Installation

CARPENTER, Includes Acoustical Ceiling Installation and Form Work (Excludes Drywall Hanging and Drywall Finishing/Taping	\$ 24.47	8.55
CEMENT MASON/CONCRETE FINISHER...	\$ 22.04	9.70
DRYWALL FINISHER/TAPER	\$ 25.00	0.00
DRYWALL HANGER, Includes Metal Stud Installation	\$ 25.00	0.00
GLAZIER	\$ 26.75	3.48
LABORER: Mason Tender - Brick...\$ 16.52 **		4.74
OPERATOR: Backhoe/Excavator/Track hoe	\$ 24.02	4.25
OPERATOR: Crane	\$ 27.42	3.83
OPERATOR: Loader	\$ 22.25	2.13
OPERATOR: Roller	\$ 23.56	3.28
PAINTER (Brush and Roller)	\$ 18.10	1.58
PAINTER: Spray	\$ 22.99	3.28
PLUMBER, Includes HVAC Pipe Installation	\$ 26.72	5.56
ROOFER	\$ 19.22	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation	\$ 24.88	5.46
SPRINKLER FITTER (Fire Sprinklers)	\$ 31.29	9.78
WATERPROOFER	\$ 26.69	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is

RFB 68-25
Security Camera Installation

covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "'SU"' or "'UAVG"' denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "'SU"' identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

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classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CSA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

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"General Decision Number: NH20240021 03/22/2024 Superseded General Decision

Number: NH20230021

State: New Hampshire Construction Type: Building

County: Hillsborough County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
--	--

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/22/2024

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Security Camera Installation**

SBE0006-014 09/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$42.80	35.16

BOIL0029-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$38.08	25.70

BRNH0003-001 06/01/2020

	Rates	Fringes
BRICKLAYER.....	\$42.55	28.02

* ELEC0490-006 01/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Alarm Installation).....	\$34.49	22.49

ELEV0004-007 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$68.38	37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

SUNH2015-007 06/16/2017

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 24.43	6.49
CEMENT MASON/CONCRETE FINISHER...	\$ 27.70	2.61
DRYWALL FINISHER/TAPER.....	\$ 28.67	11.69
GLAZIER.....	\$ 27.74	3.74
IRONWORKER, REINFORCING.....	\$ 22.60	19.89
IRONWORKER, STRUCTURAL.....	\$ 24.05	12.75
LABORER: Common or General....	\$ 17.46	9.86

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Security Camera Installation

LABORER: Mason Tender - Brick...\$ 17.01 **	4.43
OPERATOR: Backhoe/Excavator/Trackhoe \$ 24.08	4.75
OPERATOR: Crane \$ 27.42	3.83
OPERATOR: Loader \$ 22.54	2.29
OPERATOR: Roller \$ 23.56	3.28
PAINTER (Brushand Roller) \$ 20.00	3.28
PAINTER: Spray \$ 22.99	3.28
PIPEFITTER, Includes HVAC Pipe Installation \$ 25.17	11.87
PLUMBER \$ 23.97	9.68
ROOFER \$ 17.55	3.25
SHEET METAL WORKER, Includes HVAC Duct Installation \$ 33.83	10.09
SPRINKLER FITTER (Fire Sprinklers) \$ 31.29	9.78
WATERPROOFER \$ 31.22	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>. Unlisted classifications needed

for work not included within the scope of the classifications listed may be added after

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Security Camera Installation**

ward only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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WAGE DETERMINATION APPEALS PROCESS

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U.S. Department of Labor
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4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

PLACEHOLDER DOCUMENT

Certificate of Good Standing

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 ARCOMM COMMUNICATIONS CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 01, 1989. 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: 139615

Certificate Number: 0007177898



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2025.

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

David M. Scanlan
Secretary of State

PLACEHOLDER DOCUMENT

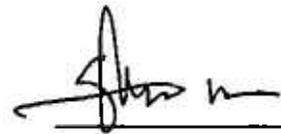
Corporate Resolution



Arcomm Communications Corporation
462 W. Main Street * Hillsboro, NH 03244
Phone: (603) 464-4600 * Fax: 603-478-5655
www.arcomm1.com

Certificate Of Authority / Vote

I, Stephen Noble, hereby certify that I am the President of Arcomm Communications.
I am sole owner/stockholder of Arcomm Communications.
I hereby certify and acknowledge that the State of New Hampshire Department of Transportation will rely on this certification as evidence that I have full authority to bind Arcomm Communications, and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

 5/16/25

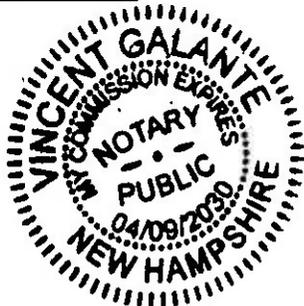
Stephen Noble, President
Arcomm Communications

State Of New Hampshire
County Of Hillsborough

Subscribed and sworn before me this sixteenth
Day of May, 2025

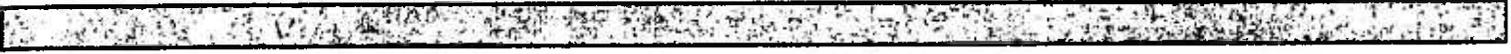
 5/16/25

Vincent Galante
Notary Public



PLACEHOLDER DOCUMENT

Certificate of Insurance



Security Camera Systems Upgrades

Construction

\$ 279,212.34

Invitation



Michael Pouliot
Michael.Pouliot@dot.nh.gov

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

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



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.

AMERICANS WITH DISABILITIES ACT(ADA)

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

BOND REQUIREMENTS

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(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 any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an

Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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:

Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

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

ENERGY CONSERVATION

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

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

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

FLY AMERICA

a) Definitions. As used in this clause—

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

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel

(and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

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

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 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
- 3) 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

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

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

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

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.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

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).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve

the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

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 compete 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.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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.

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

SEVERABILITY

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

TRAFFICKING IN PERSONS

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

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

Stephen Noble hereby certify
(Name and title of official)

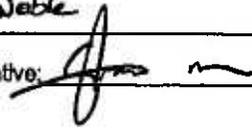
On behalf of Arcomm Communications that
(Name of Bidder/Company Name)

- 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: Arcomm communications

Type or print name: Stephen Noble

Signature of authorized representative:  Date 05 / 16 / 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: Arcomm Communications
Signature of Authorized Official: [Signature] Date 05 / 16 / 2025
Name and Title of Contractor's Authorized Official: Stephen Noble President

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

• **Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company Accomm communications
Name Stephen Woble Title resident
Signature [Signature] Date 5/16/25

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

FEDERAL FISCAL YEAR CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: Stephen Noble / Arcomm communications

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

Or,

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

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

Certifications and Assurances

Fiscal Year 2024

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:

Stephen Noble / Arcomm communications

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

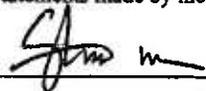
The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

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

Certifications and Assurances

Fiscal Year 2024

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: 05/16/2025

Name Stephen Noble Authorized Representative of Applicant

FFY 2025 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

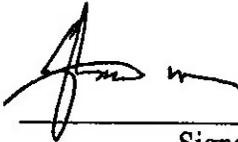
The Federal Transit Administration (FTA) Federal Fiscal Year 2025 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2025 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.

Arcomm communications
Name of Agency

05/16/2025
Date

Stephan Noble
Name of Authorized Official


Signature