

Southern New Hampshire Planning Commission

Request for Proposals (RFP)

Region 8 Mobility Manager

Issue Date: March 11, 2022

Deadline: April 1, 2022, at 4:00 PM

Region 8 Mobility Manager Request for Proposals

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Section I – Project Overview & Background

A. Purpose of this Request for Proposals: Southern New Hampshire Planning Commission as Lead Agency for the Region 8 Coordination Council for Community Transportation is requesting proposals for a Regional Mobility Manager. The individual or organization chosen to fulfill this role will work closely with other regional and state stakeholders to implement the New Hampshire Mobility Management Network which will improve the coordination, capacity, accessibility, quality, and sustainability of mobility services statewide with specific focus on Community Transportation in Region 8, which serves the following communities:

- Town of Atkinson
- Town of Auburn
- Town of Bedford
- Town of Candia
- Town of Chester
- Town of Danville
- Town of Deerfield
- Town of Derry
- Town of Goffstown
- Town of Hampstead
- Town of Hooksett
- Town of Londonderry
- City of Manchester
- Town of New Boston
- Town of Plaistow
- Town of Raymond
- Town of Salem
- Town of Sandown
- Town of Weare
- Town of Windham

B. Notice, Please Read: This is a comprehensive RFP that includes Federal pass-through requirements and a formal structure that may be daunting to individuals or small organizations. Further, the referenced *New Hampshire Mobility Management Network: A Blueprint for Implementation* outlines a sophisticated ideal for the network and qualifications/experience for its mobility managers. Project stakeholders understand that this network is just being launched and will not reflect that ideal initially. Please note that the Mobility Manager core competencies outlined in Section II are divided into Baseline and Advanced. The Baseline Competencies draw upon skills that are universal to administrative, managerial and service delivery jobs. The Advanced Competencies reflect a Respondent's unique experience in or around the transportation or health and human services sectors. The Lead Agency, State Coordinating Council (SCC) and Region 8 Coordination Council (RCC) are committed to attracting qualified, experienced applicants, but are also flexible with an intent to provide training and experience to qualified Respondents who possess desirable attributes, but less experience. The Lead Agency will also help you to understand and work through the Federal pass-through requirements.

C. Contract Period: The Contract resulting from this RFP is anticipated to be executed on or before May 1, 2022, with an end date of June 30, 2023. The Lead Agency may extend contracted services for up to four (4) additional years, contingent upon satisfactory Contractor performance, continued funding, and agreement of the parties.

D. Abbreviations/Definitions: The following shall apply to this Request for Proposal (RFP):

- **Respondent:** Means the individual or organization that submits a proposal under this RFP.
- **Contractor:** The successful individual or organization selected through this RFP procurement process for contract award.
- **SCC:** State Coordinating Council for Community Transportation. More information may be found here: [State Coordinating Council for Community Transportation | NH Department of Transportation](#).
- **RCC(s):** Regional Coordination Council(s) More information found at the SCC link above.

- **Lead Agency:** The agency appointed by a Regional Coordination Council to hold and administer contracts on its behalf. The Lead Agency is also the direct supervisor of the regional Mobility Manager. For the purpose of this RFP, the term “Lead Agency” means the Lead Agency first named in Section I of this RFP.
- **NHDOT:** New Hampshire Department of Transportation.
- **New Hampshire Statewide Mobility Management Network: A Blueprint for Implementation:** Adopted by the SCC, the Blueprint is a historical record of the SCC planning process and focuses on expanding and implementing mobility management goals first identified in the 2016 State Coordination Plan. It represents an ideal for the emerging network that acknowledges current limitations but does not constrain the vision or potential for the network. A full copy of the Blueprint can be found here: [New Hampshire Mobility Manager Network \(nh.gov\)](#).
- **Statewide Mobility Manager:** Contracted by NHDOT to oversee statewide implementation of Mobility Management Network and related activities.
- **Regional Mobility Manager(s):** Hired by a region through a Lead Agency to implement the statewide Mobility Management Network within a region and advance regional mobility management goals/projects.
- **SCC Rural Transportation Equity Project Manager:** Transport New Hampshire holds this position on behalf of the SCC. Its purpose is to provide technical assistance to the Regions and mobility managers, guide implementation of the Statewide Mobility Management Network, and implement statewide projects related to mobility management and capacity building.

E. Project Location & Lead Agency Contact Information

Region #	8	Classification of the Region (Rural/Urban)		Urban
Regional Coordination Council Name		Southern New Hampshire Regional Coordination Council		
See Appendix A for a Map of the Community Transportation Regions in New Hampshire.				
Lead Agency	Southern New Hampshire Planning Commission (SNHPC)			
Physical Address	438 Dubuque Street Manchester, NH 03102	RCC Website	https://www.snhpc.org/transportation/multimodal/pages/human-services-transportation-region-8-9-rcc	
Mailing Address	Same as Physical Address	Agency Website	www.snhpc.org	
Contact	Nathan Miller, AICP	Title	Deputy Executive Director	
Phone	(603) 669-4664	Email	nmiller@snhpc.org	

F. Project Funding:

1. **Source:** Funding for the work defined in this RFP is funded 100% by Federal Funds from the following source:
 - a. A New Hampshire Department of Transportation initiative using Federal Transit Administration Enhanced Mobility of Seniors & Individuals with Disabilities - Section 5310 (49 U.S.C. 5310) formula funding to states.

Section 5310 funds aim to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.

2. **Funding Timeline:** Funds have been allocated for the total project over two fiscal years: July 1, 2021 – June 30, 2022, and July 1, 2022 – June 30, 2023. Per Section I.C above, the Lead Agency reserves the right to extend the contract period for up to four years.
3. **Maximum Funding:** Funding for the work defined in this RFP is capped at a maximum \$120,000 per funding year. This amount must cover a full-time equivalent Mobility Manager including salary, indirect costs and any other eligible direct expenses incidental to the work. Note that the contract cost is based on fulltime equivalent work and not a fixed set of deliverables.
4. **Use of Funding:** Funding for the work defined in this RFP must be used solely to procure a minimum of full-time equivalent mobility management services whether by a single Mobility Manager or a designated Mobility Manager with support staff. Approved expenditures for the MM position have been outlined in Section III.D of the NH Statewide Mobility Manager Network: A Blueprint for Implementation.

G. Background

1. **Overview:** The New Hampshire State Coordinating Council for Community Transportation (SCC), its members and affiliates, share the vision of an integrated system of safe, reliable, and sustainable transportation options that allow residents to maintain independence and participate in work and community life no matter their age or ability. NH is beginning implementation of a statewide mobility management network in what is the most ambitious project of these coordinated entities in a generation. This project will leverage existing funding sources, improve the efficiency of existing services, and integrate new opportunities in a novel way that not only demonstrates the power of coordination between stakeholders and government agencies, but also highlights New Hampshire's leadership in this new paradigm of transportation systems that improve quality of life outcomes for all people.

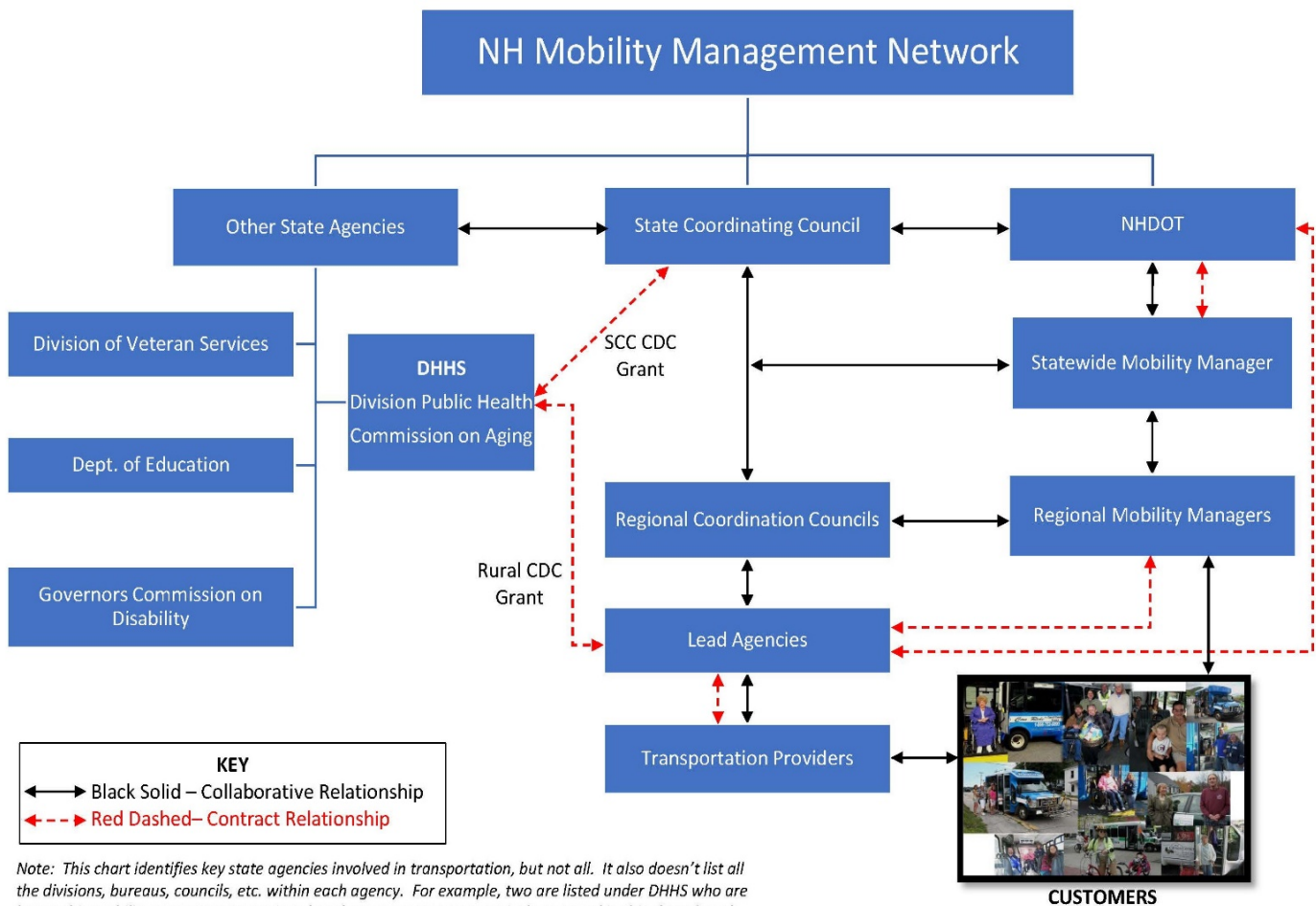
Mobility management is a transportation strategy that prioritizes customer needs, and the meeting of these needs through the coordinated use of a variety of providers, and by extension a variety of funding streams. The NH Mobility Management Network will achieve its goals through a strategy of braided funding that ties together several agencies, contracts, and streams in order to increase consumer engagement and deliver high quality outcomes for residents while maximizing efficiency for transportation providers and funding agencies. This project is a collaborative partnership that unites on-the-ground, regional mobility managers with the SCC, the Regional Coordination Councils, the NH Department of Transportation, the NH Department of Health and Human Services and other federal, state, and local agencies and commissions. All of these groups and stakeholders bring unique strengths, assets, needs, and insights that will be leveraged by this network to develop better transportation outcomes for consumers, while highlighting partnerships between state and federal funding sources targeted to improve mobility of our older adults and people with disabilities.

2. **Mission:** The mission of the New Hampshire Mobility Management Network is to improve the coordination, capacity, accessibility, quality, and sustainability of mobility services statewide.
3. **Guiding Principles:** The SCC established the following guiding principles for hiring regional mobility managers. Respondents should use these principles when determining their approach to the work and overall proposal development (see Section III.F below).
 - a. Mobility management differs from design projects because the focus is on building relationships. This is more effective when the Mobility Manager has “boots on the ground.” For this reason, the Mobility Manager must be able to attend in-person meetings in New Hampshire on a monthly basis. The regional

Mobility Manager will report directly to the Lead Agency and be advised by the Regional Coordination Council.

- b. Mobility Manager staffing should be guided by what is best for the consumers, network, and region.
- c. A single person should hold the title of Mobility Manager. This does not preclude additional staff assisting the Mobility Manager with ancillary tasks, but there must be a single “point person” designated as the Mobility Manager.
- d. Staffing plans for the Mobility Manager and related projects must prevent fragmentation of the work or a weakening in the effectiveness of the Mobility Manager position.

4. Network Organizational Chart



H. Referenced Documents Incorporated: The following documents are hereby incorporated into this RFP and should be used to deepen the respondent’s understanding of mobility management services and the development and implementation of the NH Mobility Management Network. Any discrepancies between the following documents shall be resolved in favor of the information in this RFP followed by the *New Hampshire Statewide Mobility Management Network: A Blueprint for Implementation*. These documents will be posted in PDF format with the RFP documents on the Lead Agency’s website.

1. *New Hampshire Statewide Mobility Management Network: A Blueprint for Implementation*, adopted by the SCC in October 2021 and periodically updated by SCC.
2. *NH Statewide Coordination of Community Transportation Services Plan* (2016).
3. *Successful Mobility Management Practices for Improving Transportation Services in Small Urban & Rural Areas*, published by the National Cooperative Highway Research Program.
4. *Competencies for the Practice of Mobility Management*, published by the National Center for Mobility Management.

Section II – Qualifications & Scope of Work

A. Qualified Mobility Manager Core Competencies

1. **Baseline Competencies:** Minimum qualifications for all regional Mobility Manager candidates:

- a. **Interpersonal Skills:** Strong verbal and written communication skills, ability to listen effectively, leadership experience, ability to work in teams, empathy, conflict management skills, and consensus-building skills.
- b. **Organization Administration & Finance Skills:** Project management, budgeting, strategic planning, funding/grant research, writing and reporting, data collection and basic analysis, outreach and marketing skills.
- c. **Personal Skills/Attributes:** Positive attitude, a desire to help people, a focus on customer service, ability to problem solve, ability to work independently and collaboratively, time management skills, creative, out-of-the-box thinking, ability to adapt to ever-changing environments, ability to process complex information and explain it in a simplified format.
- d. **Basic understanding of the role transportation plays in accessing employment opportunities, medical services, affordable housing, social destinations, etc. and the unique challenges faced by persons with disabilities, older adults, veterans, transitioning youth, low-income individuals, and other vulnerable populations that may rely on transportation services.**
- e. **Proficient computer skills including Microsoft Office and basic familiarity with social media platforms and websites.**

2. **Advanced Competencies:** These are advanced competencies that are beneficial for a Mobility Manager candidate to have:

- a. **Transportation System Knowledge:** Familiarity with different transportation modes and how they interact, familiarity with how transportation services operate.
- b. **Familiarity with how transportation planning is done at federal, state, and/or regional levels.**
- c. **Experience conducting trainings for individuals or agencies.**
- d. **Basic understanding of policies and regulations that impact community transportation services including Americans with Disabilities Act (ADA) Medicaid, Medicare, and the Affordable Care Act (ACA).**
- e. **Human service transportation coordination experience or familiarity, including brokerage concepts and operations.**
- f. **Experience or knowledge of one call-one click center operations.**
- g. **Familiarity with technology integration including various trip planning methods, assistive technology and trip planning and wayfinding mobile applications.**

B. **Scope of Work:** The following table outlines the expected roles/tasks for the regional Mobility Manager. The roles have been organized by categories to assist in understanding how the work fits into the whole network. These roles/tasks are universal across all regional mobility managers, except for ones identified as region specific. The

source column helps you to understand the origin of these tasks. Source Documents: (Blueprint) from *New Hampshire Statewide Mobility Management Network: A Blueprint for Implementation*; and (Plan) *NH Statewide Coordination of Community Transportation Services Plan* (2016).

Roles for Regional Mobility Managers		Source
Onboarding & Orientation		
1	Participate in project orientation and kickoff meeting with Southern NH Planning Commission (Lead Agency) staff.	N/A
2	Familiarize self with transportation services and unmet needs as well as providers and funders of transportation and other human services in the region. This should include, at minimum: 1) meeting individually with organizations that provide and/or purchase transportation services in the region; and 2) reading key documents such as the <i>Coordinated Public Transit/Human Services Transportation Plan</i> for the region, the State Plan on Aging, regional Long Range Transportation Plans developed by the regional planning commission(s) in the RCC area, and community needs assessments for hospitals and/or United Ways serving the region.	Blueprint
Regional Service Delivery (Customers)		
1	Assist the RCC and local providers to develop and implement a customer centered approach to transportation access and coordination in the region for older adults, low-income, disabled, veteran and other vulnerable populations.	Plan Revised
2	Develop relationships with transit-dependent and vulnerable populations in the region to address issues of access, diversity, equity, and inclusion (DEI) and ensure their voices are heard.	Blueprint
3	Create and update annually an inventory of available transportation services in the region to be used in marketing these services to the public and other non-transportation service providers (e.g. TANF Counselors, medical facilities, etc).	Plan Revised
4	Conduct outreach activities in the region to educate and train groups and individuals how to access and use available transportation services.	Plan Revised
Regional Coordination (Providers)		
1	Develop new opportunities for coordination and/or expansion of transportation options across municipal and regional boundaries.	Plan Revised
2	Cultivate multi-agency partnerships which may reduce costs through increased efficiency and effective transportation coordination.	Plan Revised
Capacity Building (System)		
1	Assist the RCC with developing its organizational infrastructure and capacity to effectively fulfill its mission. Efforts will include strategic planning, fundraising, communication, and member recruitment and retention.	Plan Revised
2	Conduct periodic assessments to identify barriers to mobility in the region and propose recommendations to reduce those barriers.	Blueprint

3	Build relationships with state, regional, and local elected officials, and community leaders to educate them about the needs, roles and benefits of regional/local transportation services and coordination. These stakeholder relationships may develop into support financially (funding) and operationally (policy) for local and regional transportation services and coordination efforts.	Plan Revised
4	Identify and research corporate, foundation, and governmental sources of funding for matching funds. Include opportunities to use “braided” funding streams.	Plan Revised
5	Evaluate regional systems and identify opportunities to deploy technology that more efficiently delivers mobility services. Consideration should be given to access and ease of use for customers, ability to integrate with other regional/state systems and modes of transportation allowing a customer to effectively plan trips from start to finish.	Plan Revised
Statewide Planning, Coordination & Capacity Building (Connecting the Regions)		
1	Coordinate with and participate in meetings of the SCC, RCC and statewide mobility management network, which includes the statewide Mobility Manager and other regional mobility managers.	Plan Revised
2	Participate in state, regional, and local transportation planning activities including required human services coordinated plans, SCC strategic plan, the RCC strategic plan or workplan, RPC planning and other related plans and initiatives.	Blueprint
3	Assist NHDOT, SCC and statewide Mobility Manager to implement strategic initiatives identified in the SCC Strategic Plan and other statewide planning documents. Examples may include development of a statewide system for data collection and development of a system for tracking medical appointments missed due to lack of transportation in provider’s electronic medical records systems.	Plan Revised
Region Specific Roles/Tasks		
1	Coordinate with regional stakeholders to develop an assessment of regional transportation needs, particularly for elderly and disabled transportation.	Region
2	Build upon existing regional efforts led by the Southern NH Planning Commission to develop and enhance age-friendly communities.	Region

- C. Additional Roles/Tasks:** It is expected that the Mobility Manager position, roles, and tasks will evolve over time as the network matures. As previously noted in Section I.F.3, the contract cost is based on full-time equivalent work and not a fixed set of deliverables. The successful Respondent is expected to work within the structure of a full-time equivalent position without expectation of cost over-runs or contract amendments.

Section III – General Information Requirements for Respondents

A. General Information

1. **Headings and Tables of Contents** - All headings, indices, titles, and tables of contents are for convenience only. They do not control interpretation and do not relieve the parties of the obligation to read the RFP in its entirety.

B. Requirements

1. **Waiver of Cost:** By submitting a proposal in response to this RFP, the Respondent agrees that in no event shall a Lead Agency be either responsible for or held liable for any costs incurred by a Respondent in the preparation or submittal of or otherwise in connection with a proposal, or for work performed prior to the effective date of a resulting contract.
2. **Applicable Laws, Regulations, & Policies:**
 - a. **Governing Law:** This RFP, project, contract award and any claims or disputes relating thereto, will be governed by and construed in accordance with the laws of the State of New Hampshire.
 - b. **Compliance by Contractor with Laws & Regulations:** In connection with the performance of the work outlined in this RFP, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, this Contract is funded 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 of New Hampshire or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws. Failure by the Contractor to carry out these requirements is a material breach of contract, which may result in the termination of the Contract or such other remedy, as the Lead Agency deems appropriate. A list of applicable Federal Requirements and Certifications can be found in **Appendix B Federal Clauses and Appendix E Federal Certifications**.
 - c. **No Assignment:** Assignment by the successful Contractor to any third party shall be absolutely prohibited and will not be recognized by Lead Agency and Regional Coordination Council unless approved in advance by the Lead Agency in writing.
 - d. **Force Majeure:** Lead Agency, RCC and Contractor will not be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

C. RFP Questions, Clarifications & Amendments:

1. **Respondent's Duty to Notify:** If ambiguities are discovered in this RFP, Respondents shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy relating to this RFP. If a Respondent discovers any

such ambiguity, etc., it must notify the Lead Agency contact in writing prior to submission of a proposal. Failure to provide such notice constitutes a waiver of any claim by the Respondent.

2. **Questions From Respondents:** All questions or requests for information must be directed to the Lead Agency Contact identified in Section I of this RFP. General inquiries regarding proposal submission and contracting procedures must be submitted in writing. All technical questions must be submitted in writing and received no later than ten (10) days before the deadline for proposal submission. Responses to technical questions will be made in writing and posted on the Lead Agency's website identified in Section I of this RFP no later than seven (7) days before the deadline for proposal submission so that all prospective Respondents have access.
3. **RFP Amendments or Clarifications:** The Lead Agency reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Respondent questions. The Lead Agency will interpret or modify the RFP only by written Amendment. The Lead Agency is not bound by any other oral or written representations, including information exchanged verbally. The Lead Agency will issue written amendments in response to questions from Respondents when the answers: (A) relate to ambiguous, incorrect, or missing information in the RFP; and (B) could have a significant impact on the cost, quality, conformity, or timeliness of the work. Amendments will be posted on the Lead Agency's website identified in Section I of this RFP so that all prospective Respondents have access. The Respondent is responsible for obtaining all posted RFP Amendments or clarifications from the Lead Agency website. In the event of an amendment to the RFP, the Lead Agency, at its sole discretion, may extend the Proposal Submission Deadline.

D. Proposal Submission, Withdrawal & Opening:

1. **Deadline:** All proposals must be received electronically by 4:00 PM on April 1, 2022 or by the date indicated in any Amendment issued by the Lead Agency.
2. **Proposal Submission:** All proposals must be submitted electronically to the Lead Agency. Proposals should be addressed and sent to the Lead Agency contact using the email address provided in Section I of this RFP. All submittals must be in PDF (Portable Document Format) and sent as an attachment rather than embedded in the body of an email. Maximum file size per email submission is 10 MB; larger files should be separated into smaller files and submitted via multiple emails to avoid rejection by servers because a file exceeds maximum size allowed.
3. **Withdrawal of Proposal:** A Respondent may withdraw a proposal after delivery, provided the request for such withdrawal is made in writing or in person before the submission deadline. The Respondent may revise and resubmit a proposal so withdrawn before the deadline for submission.
4. **Proposal Opening and Evaluation Schedule:** The Lead Agency will open and review submitted proposals internally. Within two weeks of the Proposal Submission Deadline the Lead Agency may, at its sole discretion, schedule interviews with the top ranked Respondent or Respondents. The Lead Agency retains its right to conduct interviews, but is not obligated to do so, nor is it obligated to conduct interviews with all Respondents. Within four weeks of the proposal submission deadline, the Lead Agency will issue a Notice of Intent to Award, a draft contract, and schedule a meeting with the apparent successful qualified Respondent to conduct final negotiations and complete the contracting process.
5. **Confidentiality:** Respondents must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and Respondent may be required to justify why the Lead Agency should not, upon written request, disclose such materials.

E. Selection Process

1. **Basis of Award: Best Value** - The Lead Agency will select a proposal based upon the criteria and standards contained in this RFP and by applying the evaluation criteria and scoring set forth in Section III.E.4 below.
2. **Favorable Terms Advised:** Respondents are advised that a Notice of Intent to Award may be made without discussion or any contact with the apparent successful Respondent except for clarification. Therefore, proposals should be based on the most favorable terms the Respondent is able to submit.
3. **Priority Consideration:** Respondents are advised that a higher value will be placed on the qualifications of the designated Mobility Manager over any support or supervisory personnel.
4. **Proposal Evaluation Criteria & Scoring:** The following matrix will be used to score each proposal. Criteria is weighted by percentage. Proposals will be ranked on a scale of 1 (low) to 10 (high) under each criterion and then multiplied by the percentage to produce a score. The weighted scores will be totaled for each proposal and ranked accordingly. The higher the score, the higher the ranking.

#	Criteria	Evaluation Considerations	Weight %
1	Proposal Quality & Completeness	Respondent included all information, forms, and certifications requested in this RFP. The submittal is clear, concise and free of errors.	10%
2	Experience	Respondent demonstrates successful completion of projects of similar size, nature, and scope. Experience within transportation and/or human services sectors. Familiarity with transportation coordination initiatives in New Hampshire and the NH Mobility Management Network.	20%
3	Qualifications	Key personnel have the education, training, tools, and experience to successfully undertake a project of this nature, and scope as detailed in the narrative describing the Mobility Manager's baseline and advanced competencies and resumes for any identified support personnel. Emphasis is on the qualifications of the designated Mobility Manager over those of any support or supervisory personnel identified.	20%
4	Project Narrative	Respondent demonstrates a basic understanding of the Region in which the project will operate. The approach to the work is clear and reflects a solid understanding of the project, and how tasks are prioritized and interrelated. The narrative should also describe any innovative or value-added recommendations that the Respondent built into the proposal. The narrative presents a clear logistical plan to undertake the work including a staffing plan, office location, equipment, and other resources necessary to undertake the work independently. If additional staff beyond the Mobility Manager are proposed, there should be a clear delineation of roles and responsibilities.	20%
5	Cost Proposal	Respondent's cost proposal is reasonable and balanced, adequately funds the designated full-time equivalent Mobility Manager and meets any applicable federal and state cost parameters.	25%
6	References	Respondent provides professional references that confirm Respondent's qualifications and experience, that key personnel are competent and professional, and that similar work has been completed on time and within budget.	5%
Total			100%

F. Proposal Development

1. **Proposal Format & Completeness:** All Proposals must be submitted per the guidelines detailed in Section III.D.2 of this RFP. Proposals must provide all requested information organized in the order and format specified by this RFP. The Respondent's degree of compliance with these requirements, and the quality and completeness of the proposal is a factor in the evaluation of the proposal.
2. **Ownership:** All material submitted by Respondents becomes the irrevocable and sole property of the Lead Agency unless otherwise specified in this RFP. Respondents who choose to submit confidential information do so at their own risk. The Lead Agency is under no obligation to return any Proposals or material submitted by a Respondent in response to this RFP.
3. **Proposal Narrative & Submittals:** Proposals must include the following information in narrative form and/or on any provided forms. Information must be organized in the order listed below.
 - a. **Letter of Transmittal:** The letter must include company or individual name, contact information including phone, e-mail and website if applicable, and a brief introductory statement to the proposal. It must also include the following certifications signed by a person who is authorized to bind the individual/company:
 1. The individual signing this letter is authorized to bind the individual/company to all statements, including services and prices contained in the proposal; and
 2. Respondent is available to start work no later than 30 days from Notification of Award; and
 3. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements; and
 4. Within the last 10 years, the Respondent (or any predecessor entities or related entities) or any officers, owners or key personnel of the same have not been indicted on, convicted of, or plead or consented to a violation of a bid crime including bid collusion or any other crime involving fraud or knowing misrepresentation.
 - b. **Respondent Work Experience:** This section should demonstrate Respondent's successful completion of projects of similar size, nature, and scope. Include experience within transportation and/or human services sectors and with any federally funded projects. Please respond specifically to the following items and put any additional supporting information you wish to submit in an appendix at the end of the Proposal.
 1. Respondent's overall experience with projects of similar nature, scope, and budget. Respondent should include specific examples of projects of similar scope and should highlight projects that involve transportation and/or health and human services.
 2. Respondent's experience working on Federally funded projects. Respondent should highlight projects that involve transportation and/or health and human services.
 3. Respondent's ability to complete work on time with a high level of quality control. This should include the Respondent's ability to respond to state, federal and local requirements to meet project schedules/timelines with a high level of quality control including Respondent's approach to effective project management.
 - c. **Respondent Qualifications:** This section should highlight the education, training, and experience of key personnel that will allow successful undertaking of a project of this nature, and scope. Baseline and

Advanced Competencies as outlined in Section II.A of this RFP should be identified for key personnel along with resumes. Emphasis is on the qualifications of the designated Mobility Manager over those of any support personnel identified. Please respond specifically to the following items and put any additional supporting information you wish to submit in an appendix at the end of the Proposal.

1. **Personnel:** Identify the person who will be the designated Mobility Manager and any support or supervisory staff who would be paid in whole or part from project funds.
 2. **Key Personnel Resumes:** Provide resumes for all personnel who will oversee or participate in specific project work.
 3. **Mobility Manager Competencies:** In narrative form, identify and describe the Baseline and Advanced Competencies (see Section II.A) that the designated Mobility Manager named in your proposal possesses.
 4. **Specialization:** Use this to highlight any specialized certifications, trainings, or licenses relevant to this project that the Mobility Manager and other key personnel possess.
- d. **Project Approach:** This section should demonstrate your basic understanding of the Region in which the project will operate and display a clear understanding and approach to the Scope of Work, including overall understanding of the project, understanding of how tasks are prioritized and interrelated, and identification of any innovative or value-added services that you will bring to the project. It should also identify a clear logistical plan to undertake the work including geographic location, equipment, and other resources necessary to undertake the work independently. Please respond specifically to the following items and put any additional supporting information you wish to submit in an appendix at the end of the Proposal.
1. **Basic Understanding of the Project:** Based on your understanding of this RFP and the incorporated documents identified in Section I.H of this RFP, briefly describe your understanding of mobility management in general and this specific project. Highlight any outcomes that you feel are particularly important to the purpose and goals of this project.
 2. **Methodology:** Based on your understanding of the roles/tasks identified in Section II.B of this RFP, briefly describe how you would approach the project. A formal workplan is not necessary, but this description should provide a sense of how you envision the sequencing of tasks, the integration of staff, and how you would engage diverse stakeholders in the work.
 3. **Staffing & Logistics:** If you have identified key personnel other than the Mobility Manager, please define the roles each will have and how it will support the work of the Mobility Manager. Describe your logistical plan to undertake the work including geographic location of personnel, equipment, and other resources necessary to undertake the work effectively and independently.
 4. **Use of Specialized Technology & Services:** Briefly highlight any specialized technology or services that you may plan to use to innovate or increase project capacity and efficiency. Note that this is different from the personnel qualifications identified above and a response here is optional.
- e. **Cost Proposal:** This is a Cost-Plus Fixed Fee Contract. Using **Appendix D Budget Form**, please list all budget items that would be paid for using project funds. Additionally, please note that the proposed Indirect Cost Rate shall be based on a rate approved by a federal cognizant agency, or a negotiated rate, or a *de minimis* rate of 10% in accordance with 2 CFR 200 if there is no federally approved indirect rate. Respondents are

advised to review Section III.D. – Incidental Expenses from the *NH Statewide Mobility Management Network: A Blueprint for Implementation* for a list of allowable direct expenses under this Project.

- f. **Professional References:** Please provide three (3) professional references including their organization, title, and contact information.
- g. **Forms & Certifications:** The following forms and certifications required under this RFP must be completed and submitted with the proposal:
 - 1. Appendix C - Signed Acknowledgment of any RFP Amendments Issued
 - 2. Appendix D - Budget Form
 - 3. Appendix E - Federal Certifications: Lobbying Certification; and Government-Wide Debarment & Suspension (Non-procurement)

G. Proposal Award

- 1. **Award or Rejection of Proposal:** The Lead Agency must receive the proposal by the Proposal Submission Deadline and in the manner specified or it may be rejected as non-compliant, unless waived by the Lead Agency as a non-material deviation. The Lead Agency will conduct an initial screening to verify Respondent compliance with the submission requirements of this RFP. The Lead Agency may waive or offer a limited opportunity for a Respondent to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Lead Agency. The Lead Agency also reserves the right to reject a proposal from a Respondent who has previously failed to perform properly, provide all required submittals or complete work on time pursuant to contracts of a similar nature, or from a Respondent who is not in a position to perform the Contract. To ensure fair competition and to permit a determination of the qualified Respondent, the Lead Agency at its discretion may reject Proposals that are demonstrably unbalanced.
 - 2. **Negotiations:** The Lead Agency retains the right to negotiate the terms for the Contract with the top ranked Respondent or Respondents. If a satisfactory agreement cannot be reached, negotiations with that Respondent will be suspended and negotiations opened with the next ranked Respondent. The process may continue until an agreement is reached and the Contract is executed.
 - 3. **Award Conditions:** The apparent successful qualified Respondent must provide and/or perform any pre-execution items listed in this RFP and/or those requested by the Lead Agency within five (5) business days of receipt of the Notice of Intent to Award.
 - 4. **Forfeiture of Award:** The Lead Agency reserves the right to stop the award of any Contract at any time before the execution without liability if doing so is in the best interest of the Lead Agency and Region.
- H. **Protest Procedures:** The Lead Agency is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment. The procedure for addressing third party procurement protests is described in below.

1. Solicitation Provision

a. Pre-Proposal Protests

- 1. All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or

by electronic mail) to Lead Agency not later than ten (10) business days prior to the deadline for submission of proposals.

2. The Lead Agency may, within its discretion, postpone the deadline for submission of proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission for proposals. If the deadline for submission of proposals is postponed by the Lead Agency as the result of a protest, the postponement will be announced through an Amendment to the solicitation.
3. The decision by Lead Agency will be the final agency decision on the matter.

b. Pre-Award Protests

1. With respect to protests made after the deadline for submission of proposals but before contract award by Lead Agency, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the proposal evaluation and award process, Lead Agency's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Lead Agency not later than five (5) business days after the Recommendation for Contract Award announcement by the Lead Agency.
2. The Lead Agency may, within its discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Lead Agency shall announce the contract award.

2. Requirements for Protests

- a. All protests must be submitted to the Lead Agency in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.
- b. Protests received after the deadline for receipt of protests specified above are subject to denial without any requirement for review or action by the Lead Agency.
- c. All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Lead Agency at the address shown in the solicitation documents.

3. Protest Response

- a. The Lead Agency will issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.
- b. For convenience, the Lead Agency will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by the U.S. Postal Service shall be the official Lead Agency

response to the protest and Lead Agency will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

List of Appendices

- Appendix A - Map of NH Community Transportation Regions
- Appendix B - Federal Clauses
- Appendix C - Acknowledgment of RFP Amendments
- Appendix D - Budget Form
- Appendix E – Required Federal Certifications

Appendix A - Map of NH Community Transportation Regions

New Hampshire

Community Transportation Regions

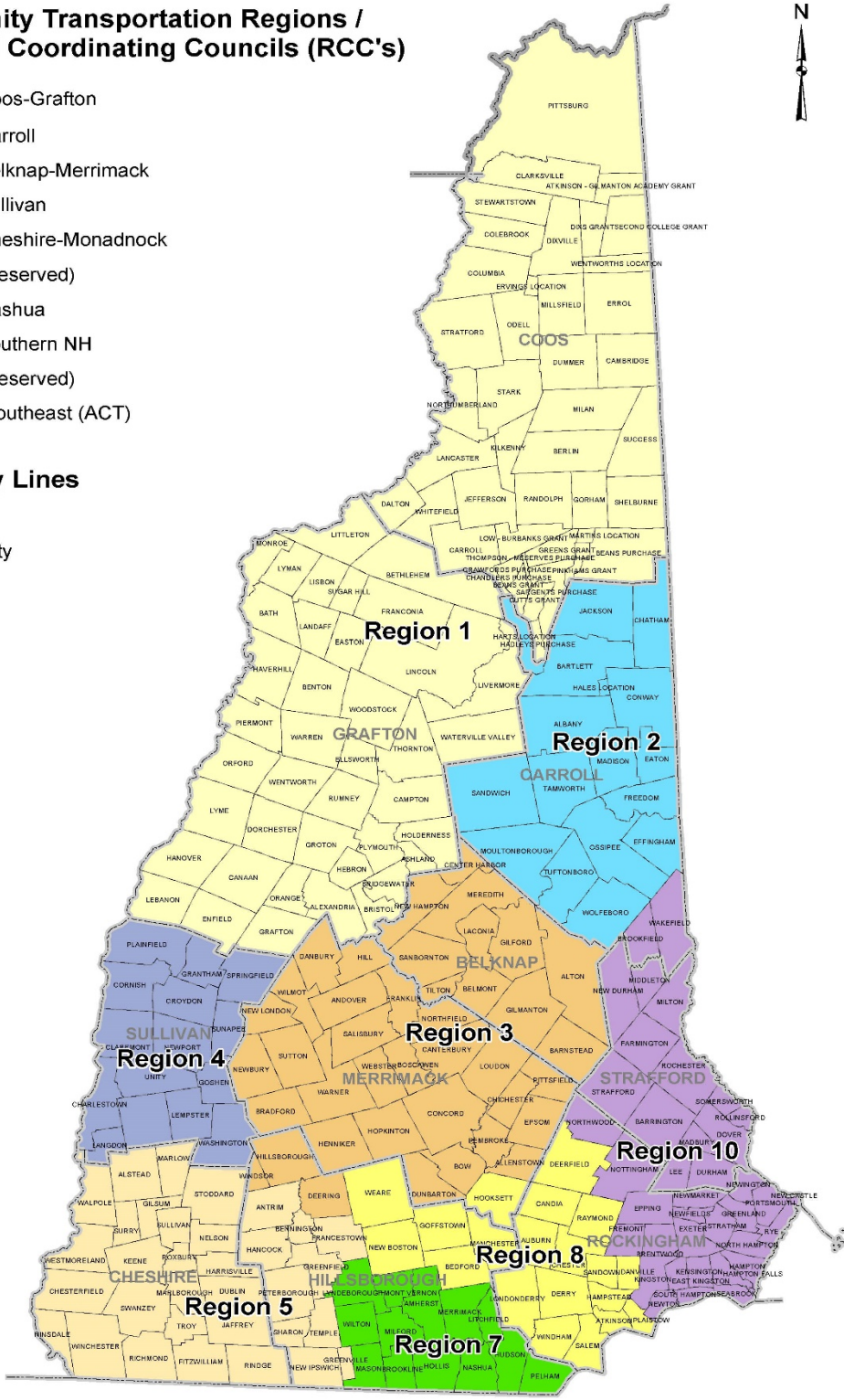


Community Transportation Regions / Regional Coordinating Councils (RCC's)

- Region 1: Coos-Grafton
- Region 2: Carroll
- Region 3: Belknap-Merrimack
- Region 4: Sullivan
- Region 5: Cheshire-Monadnock
- Region 6: (Reserved)
- Region 7: Nashua
- Region 8: Southern NH
- Region 9: (Reserved)
- Region 10: Southeast (ACT)

Boundary Lines

- - - - Town
- County



Appendix B - Federal Clauses

Appendix B
Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. 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, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. 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.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public 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.

Appendix B

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

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

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

Federal Water Pollution Control Act

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

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. 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).

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that 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).

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.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

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.

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.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this 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 Agency 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 Agency, 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.

NOTIFICATION TO FTA

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 sub agreements 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.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

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

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

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

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

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

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

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.

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).

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

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

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (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

Appendix B

shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and 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.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any

other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of 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 Agency's 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 Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor 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 Agency and the Contractor arising out of or relating to this Contract 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

The 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.

Appendix C - Acknowledgment of RFP Amendments

Appendix C
Regional Mobility Manager
Acknowledgment of RFP Amendments

With this form, the Respondent acknowledges that it is his/her responsibility to determine if there are Amendments to the RFP, to obtain such amendments, and to incorporate them into the Proposal.

Amendment Number	Date

The Respondent, for itself, its successors and assigns, hereby acknowledges that it has received all the above referenced Amendments to the RFP. Failure to acknowledge receipt of all Amendments will be considered a defect and grounds for rejection of the Proposal subject to the provisions of Section III.G.1 of the RFP.

Respondent

Signature of Authorized Agent Date

Name & Title Printed

Appendix D - Budget Form

Regional Mobility Manager Budget Form

Please list all budget items that would be paid for using these Contract funds. Note that the proposed Indirect Cost Rate may be verified by the Lead Agency or NH Department of Transportation prior to Contract execution. Respondents are advised to review Section III.D. – Incidental Expenses from the *NH Statewide Mobility Management Network: A Blueprint for Implementation* for a list of allowable expenses for this project.

Key Personnel	Hours	Direct Rate	Indirect Costs	Fixed Fee	Total Cost
Total Personnel Costs					
Direct Expenses	Number of Units	Cost (Per Unit)			Total Cost
Total Direct Expenses					
Total Costs					

Note: If a Respondent does not have an approved indirect cost rate or cost allocation plan, any eligible non-salary expenses detailed in Section III.D of the *NH Statewide Mobility Management Network: A Blueprint for Implementation* would be included as “Direct Expenses” in this form. Additional questions about how to fill out the budget form may be submitted in writing via the process detailed in Section III.C of this RFP.

Appendix E – Required Federal Certifications

Appendix E
Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

Signature of notary and SEAL: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- 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.

(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: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____