



REQUEST FOR PROPOSALS

FOR

WEBSITE DESIGN, CREATION AND MAINTENANCE

RFP 26-01

ISSUED: MARCH 3, 2026

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INTRODUCTION

COAST is soliciting proposals for the modernization of the organization's website. COAST's current website was created in 2018, has received regular maintenance since, and is hosted on the Drupal platform. The intent is to contract with one firm to provide all necessary redesign, migration to a new platform, and implementation for COAST. Additionally, COAST is looking to enter a two (2) year contract with multiple optional one (1) year extensions for continuing maintenance, service, and hosting of the website.

1 OVERVIEW

1.1 ORGANIZATION OVERVIEW

The Cooperative Alliance for Seacoast Transportation (COAST) was established as a private non-profit organization in 1981 and further defined as an independent public body of the State of New Hampshire by NH RSA 239 in 1985. COAST's mission is to "champion and provide customer-focused public transportation with a commitment to excellence in safety and service." The organization is overseen by a Board of Directors, currently comprised of 16 seated members.

COAST currently directly serves 11+ communities in NH and ME with fixed route and demand response services. COAST also supports the development and operations of community transportation services in 38 cities and towns in southeastern NH as part of the Statewide Regional Transportation Coordination effort.

COAST is funded through a combination of federal grants through the USDOT's Federal Transit Administration (FTA), state contracts, local municipal contributions, private grant funds, farebox revenues, advertising revenues, and other sources. The annual operating budget is just over \$8.0M.

Staff at COAST totals just over 65 part and full-time individuals.

COAST's impact on the Seacoast's regional economy is estimated to be approximately \$33M annually.

1.2 PROJECT OVERVIEW

As an integral part of the growing seacoast New Hampshire community, COAST needs a website that is attractive, informative, easy to use, and regularly updated with fresh content. COAST's current website is 8 – 9 years old and is hosted on the Drupal platform. While much of the current content can be reused, this project should rethink the design and rebuild the site on a modern platform ensuring ease of maintenance, content updating, and a low cost to maintain on a given platform moving forward.

COAST's website (www.coastbus.org) serves most visibly as an information center to our existing and potential riders. For our existing riders it must have easy and intuitive access to trip planning, schedules, maps, fare information and purchasing. For our potential riders our website needs friendly, accessible information about how to ride and how riding will directly benefit them.

Further, the website site is a landing page for other partners and must be informative for individuals and organizations considering financial contribution to COAST's mission.

The website should also function as a gateway into COAST for potential new employees and the community at large. Without impeding or cluttering the user functions that drive most of our traffic and are used by the vast majority of our customers (and site visitors), information about our agency, our projects, our staff, our board of directors and our community partners all must be readily accessible. The site also needs to actively highlight COAST as an employer

of choice and promote our internal openings, integrating smoothly with/into our HR software's onboarding modules. It must support COAST's development goals by being informative for individuals and organizations considering financial contribution to COAST's mission.

Our website has a number of custom features and integrations that need to be either rebuilt, or appropriate alternatives found. Integrations include Google's Trip Planner, Square (for the store), and ADP (for job applications). Custom capabilities include the ability to upload a General Transit Specification Feed file (GTFS), which then populates all route and schedule pages and makes the file available for external agencies (Google Transit, Bing, etc.) to access. Secondly, a "We're On the Route" function connects partner organizations to COAST routes and bus stops, highlighting them for customers.

COAST has multiple partner agencies with their own webpages and online tools such as Alliance for Community Transportation (<http://www.communityrides.org/>) and commuteSMARTseacoast (<http://commutesmartseacoast.org/>). We aim to have an easy and attractive interface between the sites, making it simple and intuitive for visitors to find the information they need to find the best resources and to be able to plan their trips efficiently.

More information about GTFS files can be found at <https://developers.google.com/transit/gtfs/>

Please see Section 2.1 for COAST's current website usage analytics.

1.3 PROJECT CONTACT

Questions about the project may be directed to:

Rad Nichols, Executive Director
COAST
42 Sumner Drive
Dover, NH 03820
603-743-5777 Ext. 100
rnichols@coastbus.org

1.4 SCOPE

This project is divided into four tasks: Information Architecture, Design, Development, and Maintenance.

1.4.1 TASK 1: INFORMATION ARCHITECTURE

Work with COAST staff to develop a sitemap and navigation focusing on content, structure, and organization. Considerations should be made in terms of how to make the website the most user-friendly for various types of users, including existing and potential riders, the general public, stakeholders, donors, vendors, and consultants.

The main goals and objectives of this task are:

1. Define a hierarchy of content and provide a more intuitive navigation structure, including homepage content, so that users can quickly and easily find the information they need
2. Reduce or eliminate duplicative information and extraneous content
3. Fill in any gaps in information

COAST staff will approve the sitemap prior to moving forward.

1.4.2 TASK 2: DESIGN

The design of the website should reflect the COAST brand and the hierarchy of content established by the new information architecture. The new website should carry forward COAST's current branding elements.

Based on discussions with COAST staff and industry best practices, develop up to three redesign concepts for the coastbus.org home page, basic pages, and route schedule pages. This should also include a style guide that specifies the color palette, typography, icons, and other elements that would be used throughout the site. (NOTE: COAST reserves the right to provide feedback on the initial designs and require edits to ensure we move forward with the best design.)

Design to include integration with Square for e-commerce. The store includes current products available online through COAST, as well as small set of branded COAST merchandise items. COAST is looking for the provision of the core web engineering necessary to run the interactive user interface on any standard web browser.

Design to include integration with ADP for employment applications.

The schedule and map pages must be easily updated (preferably by uploading a GTFS file), must display in a way that is easily understandable for riders, and must have the ability to show both current and future schedules so that riders can see the new schedules which will go into effect at some future date.

Design must comply with Web Content Accessibility Guidelines (WCAG) 2.1, Level AA at a minimum.

COAST staff will agree on one of the proposed design concepts to be used as the template for the redesign of the remainder of the website. Based on the chosen template, develop redesigns for secondary level pages as identified in the sitemap. COAST staff will approve the design templates prior to moving forward.

1.4.3 TASK 3: DEVELOPMENT

Provide recommendations for a content management system based on the selected design and desired functionality. The consultant will discuss with COAST staff the ability for the recommended CMS to accommodate the features outlined below.

Required CMS features include:

- Core functionality – creating, editing, deleting, versioning, organizing pages
- WYSIWYG editor – draft, review, publish, scheduling, versioning, font characteristics
- Asset management – data, image, and video files
- Search – thoroughness (page content and files), speed, display
- Customization – news stories, web forms, social media
- Roles and permissions – multi - user login, multiple roles, management of user permissions
- Accessibility – variable text size, multilingual, must meet WCAG 2.1, Level AA at a minimum and have tools to allow continued compliance.
- Mobile-friendly – updates made in CMS should push to main and mobile sites simultaneously
- Full testing and rollback functionality – CMS must provide the ability to test and verify changes before pushing them live to website
- Open Non-Proprietary Architecture – CMS must remain fully functional, serviceable, and updateable after the end of the maintenance contract. Special note must be taken that due to federal funding requirements, website maintenance services will go out for a competitive bid process at the end of the signed and/or extended contract period.

The CMS should also allow for integration of the following tools and applications:

- Trip Planner (through Google Transit or locally hosted Google Transit Feed Specification)
- Interactive maps – system map & individual route maps. Currently uploaded as KML files
- We’re on the Route feature connecting businesses to bus stops
- Google Translate
- E-commerce - integrated shopping cart and secure checkout process. Currently using Square
- Social media
- ADP Employment Applications
- Open architecture to allow for future integration with Real Time Information Systems

The website must be compatible with standard web browsers, including Microsoft Edge, Safari, Firefox, and Chrome. The website must also be mobile - friendly and compliant with Americans with Disabilities (ADA) regulations. It must comply with WCAG 2.1, Level AA at a minimum.

After approval by COAST staff, the consultant will develop or deploy the recommended CMS and develop appropriate templates and style sheets to be used as the framework for the remainder of the website. COAST staff will work with the consultant to create the individual pages using the templates, transfer existing content, and populate new content.

1.4.3.A DEVELOPMENT CONSIDERATIONS

COAST also utilizes multiple other web-based services that we desire the contracted website to integrate with. Some are widely known and simple to integrate with, such as Facebook, while others are more specialized such as Google Transit or our HR and employment application service, ADP.

1.4.4 TASK 4: IMPLEMENTATION AND MAINTENANCE

- Migration
 - Facilitate migration from our current website to the new website
 - Content
 - Updated
 - New
 - Any e-commerce switchover, if pursued.
- Hosting
 - Host to maintain, or ensure the maintenance, of a redundant or back-up hosting service and servers for coastbus.org
 - COAST to have 24/7 access, except for pre-announced, scheduled down times and any unscheduled outages
 - Network Availability: a guaranteed 99.9% network availability will be provided and maintained
 - Packet Loss: a guaranteed packet loss of less than 0.5%, excluding local access connections, will be provided and maintained
 - Latency: average monthly latency on round-trip transmission within the continental US, as measured on the host network, will not exceed 120 ms
 - Service Point Problem Resolution Response(s): after incident awareness an issue will be opened within fifteen (15) minutes. The host will use commercially reasonable and good faith efforts to ensure that eligible trouble issues isolated to an area within the hosting site and affecting COAST’s specific resource will be resolved as soon as reasonably possible and, in any event, in less than 90 minutes during normal business hours.

- Server Site(s): a guarantee that all main power supply, UPS backup and emergency generator backup power for all server site(s), will be provided and maintained
- Ongoing Maintenance
 - Maintain the integrity of all elements of the site against spam, hackers, viruses and electronic attacks, including ecommerce
 - Routine CMS, security and plug-in updates
 - Routine ADA compliance checks and updates
 - Responsive design and browser compatibility checks on any updates
 - Pro-actively suggest updates or efficiencies
 - Production of a monthly Google Analytics report or approved equal, which will note the main website traffic trends
 - Production of a bi-annual SEO (search engine optimization) report that will review the state of the website's ranking on major search engines
 - Hold a periodic meeting to review the report and discuss the scheduled work for the coming month
 - Training of COAST staff on how to use the website CMS (content management system) when required
 - Attend to technical functionality changes and modifications requested by the client
 - Make modifications to the site to enhance the SEO of the website
 - Limited uploading of content or data input support should the client need assistance/training and telephonic support where required

2. COAST WEBSITE RESOURCES

2.1 RECENT USAGE STATISTICS

For the period August 1, 2025 – February 1, 2026

Active Users: 22,000

New Users: 21,000

Average engagement time per active user: 1m 54s

Event count: 258,000

Top pages/screens

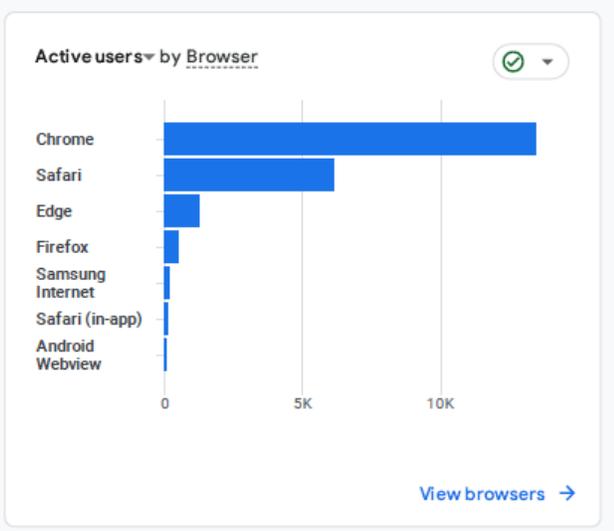


PAGE TITLE AND SCREEN CLASS	VIEWS	ACTIVE USERS	EVENT COUNT	BOUNCE RATE
Public Transportation For The NH Seacoast ...	18K	8.2K	56K	27.2%
Bus Routes & Map COAST Bus - New Hamp...	16K	6.9K	47K	11.4%
Trip Planner COAST Bus - New Hampshire	9.2K	3.5K	18K	25.9%
Bus Route 12: Rochester - Somersworth - Do...	7.2K	2.7K	15K	30.7%
Bus Route 1: Dover-Somersworth-Berwick C...	5.5K	2.2K	12K	27.7%
Bus Route 13: Dover - Portsmouth COAST T...	4.7K	2.3K	10K	23.0%
Bus Route 6: Farmington-Rochester COAST ...	3.9K	1.5K	8.3K	32.7%

Active users by
First user source / medium

FIRST USER SOURCE / ME... ACTIVE USERS

google / organic	10K
(direct) / (none)	9.2K
bing / organic	676
flypsmairport.com / referral	244
m.facebook.com / referral	177
yahoo / organic	167
duckduckgo / organic	159



Sessions by
Session source / me...

SESSION SOURCE / ... SESSIONS

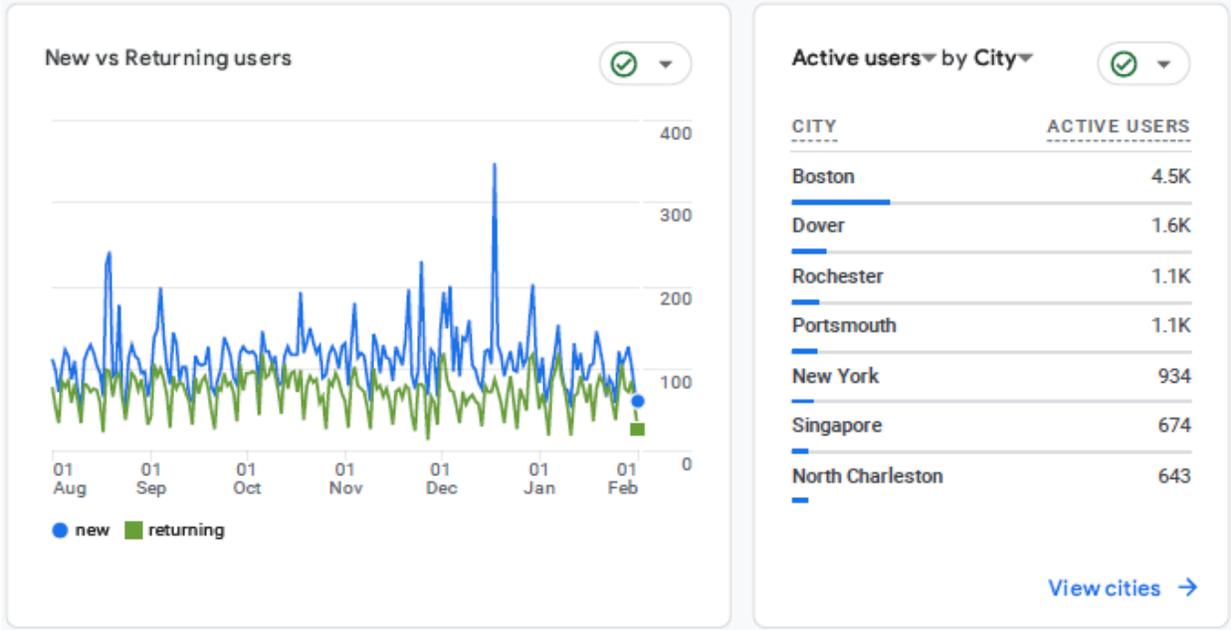
google / organic	29K
(direct) / (none)	14K
bing / organic	1.3K
duckduckgo / organic	344
yahoo / organic	336
flypsmairport.com / r...	300
m.facebook.com / re...	180

Active users by
Platform / device ca...

PLATFORM / DEVIC... ACTIVE USERS

web / mobile	11K
web / desktop	10K
web / tablet	248
web / smart tv	2

[View platform devices →](#)



2.2 CURRENT SITE MAP

- Front Page
 - Front page of COAST
- Main Navigation
 - Capital Campaign
 - Schedule & Trip Tools
 - Trip Planner
 - Schedules, Routes & Map
 - Real-Time Bus Info
 - Services
 - Local & Regional Routes
 - ADA Paratransit
 - COAST Connector
 - Portsmouth Senior Transportation
 - General Public Demand Response Service
 - Vintage Christmas Trolley
 - Willand Warming Center
 - Other Transportation Options
 - Other Affiliated Programs & Services
 - Travel Training
 - TripLink & ACT
 - CommuteSMART Seacoast
 - Rider Info
 - How to Ride the Bus
 - Accessibility

- Safety Tips
 - Lost & Found
 - Bikes and Mobility Devices
 - Frequently Asked Questions
 - Customer Code of Conduct
- Opportunities
 - COAST Career Opportunities
 - Invest in Our Work
 - Fare Free Saturdays Sponsorships
 - Advertising with COAST
 - Doing Business with COAST
 - Opportunities
 - Become a Vendor
 - DBE Program
 - Partnering with COAST
 - Join We're On the Route
 - Commuter Benefit Program
 - Join Our Mailing List
 - Local Business Engagement
 - Fare & Ticket Information
 - Shop
 - Search
- Footer
 - Community
 - Why I Ride
 - We're On the Route
 - COAST Cares
 - Community Relationships
 - Regional Economic Impact
 - News
 - About
 - Mission
 - Meet the Staff
 - COAST History
 - Civil Rights
 - Board of Directors
 - Surveys, Operational & Financial Reports
 - Store
 - Store
 - Contact
 - Contact Us
 - Hours of Operation / Holidays
 - Visit Us

3. PROPOSAL REQUIREMENTS

3.1 BIDDER COMMUNICATIONS AND REQUESTS

All correspondence, communication and/or contact in regard to any aspect of this solicitation or offers until the contract award shall be with the COAST Contact identified in the previous section. Prospective proposers and their representatives shall not make any contact with or communicate with any members of COAST outside of the Project Contact.

If it should appear to a prospective proposer that the performance of the work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the solicitation, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, or local law, ordinance, rule, regulation, or other standard or requirement, then the proposer shall submit a written request for clarification to COAST.

COAST will allow proposers to submit questions or requests for clarification no later than 2:00 pm on April 21, 2026. COAST shall provide said questions and their responses to all known interested potential bidders and post them on COAST's website coastbus.org.

Proposals will be received at the office of COAST until 4:00 PM (EDT), on Friday, May 22, 2026. Address all proposals to the Project Contact as listed in Section 1.3.

3.2 QUALIFICATIONS

The Contractor selected for this project must have documented experience in Website Design, Development and Maintenance. Evidence of prior experience in this area is to be provided as part of the proposal for the project in the form a portfolio and of contacts from agencies that have and currently use the proposer's services.

3.3 PROPOSAL TIMELINE

Procurement Timetable	Date
RFP Issued	March 3, 2026
Questions and Clarifications Submitted	March 24, 2026 by 2:00 p.m.
Proposals Due	Friday, April 22 nd , 2026 by 4:00 p.m.
Discussions/Clarifications	Week of May 8 th
Board of Directors Approval	May, 27 th , 2026
Contract Execution	June 1, 2026
Information Architecture Approval	July 17, 2026
Design Approval	August 25, 2026
Development Completion	October 15, 2026
Implementation Complete and Maintenance Initiated	November 1, 2026

It is the sole responsibility of the proposer to ensure that their proposal is received in its entirety at the address listed above before the time listed. Proposals received late or at the wrong location will be filed unopened in the bid file and will not be considered.

3.4 SUBMISSION REQUIREMENTS

Please submit a proposal no longer than 30 pages in length, not including appendices.

Proposals must be received before 4:00 pm on Friday, April 22, 2026. Late submission will not be accepted.

Please address proposals to the Project Contact as listed in Section 1.3.

By submitting a proposal, the proposer certifies that it has fully read and understands this RFP, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed.

COAST reserves the right to interview some, all, or none of the proposers responding to this RFP based solely on its judgment as to the proposer's proposal and capabilities. COAST reserves the right to request and consider additional information from proposers and to reject any and all submittals on any basis without disclosing the reason.

Proposals may be modified or withdrawn by an authorized representative of the vendor or by formal written notice prior to the final due date and time specified for proposal submission. After the proposal submission deadline, all proposer's initial proposals must remain firm for a minimum of 60 days. Initial proposals may not be withdrawn or modified during this time.

In order to fully respond to this RFP, each proposal must include the following:

- A Project Plan addressing all points of Tasks 1-4, describing the process, timeline, and finished product in detail.
- Portfolio of similar or related designs and maintenance agreements from the last five (5) years.
- Reference contacts from clients that have used Proposer's Design and/or Development services within the past five (5) years. These should be from contracts of similar organization size, project scope and specifications. Minimum of three (3).
- Reference contacts from Proposer's current clients using the proposed hosting and maintenance services. These should be from contracts of similar organization size, project scope and specifications. Minimum of three (3). May be the same references as Design and/or Development Services references.
- List of staff responsible for the project (provide curriculum vitae), including a designated project manager.
- Full pricing structure, itemized as listed in Section 5.
- Any timeline adjustments needed.
- Requirements, if any, for COAST bandwidth to the Internet necessary to support reasonable performance of website maintenance tools.
- List of any additional software, licenses, or system specifications required in order to have full functionality of Proposer's services. If another software or license is required, list its name, a brief description, what specifications are required, if the cost of that software or license is included in your proposal, or if it needs to be purchased and maintained separately by COAST.
- Proposals must be submitted electronically to rnichols@coastbus.org. If files are too large to email, please email requesting directions for submitting larger files.
- All FTA required sign-offs and forms, supplied in Section 6.

Note: A proposal missing any component of the deliverables listed above may be disqualified or have points deducted in the evaluation process.

3.5 PROPOSAL COSTS

COAST is requesting that Proposers submit Firm Fixed Price proposals good for a minimum of 60 days.

Full pricing structure, including all costs, must be detailed and itemized as listed in the form in Section 4.

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by COAST to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by COAST, or for participating in any selection interviews.

3.6 CANCELLATION OF SOLICITATION

COAST reserves the right to cancel and/or modify the solicitation with appropriate notice, without penalty, and at its sole discretion.

3.7 DISCUSSIONS/CLARIFICATIONS & REQUESTS FOR BEST AND FINAL OFFER

COAST will exercise its right to hold discussions for clarifications with all Proposers in the competitive range at its sole discretion. At such time, negotiations and bargaining may be made that do not result in substantive changes to the RFP criteria. At which time, the offeror may have an opportunity to revise or modify his/her proposal. The discussions and negotiations may initially be written or oral, with appropriate documentation following the discussions. Strict confidentiality in such cases will be maintained. Emphasis will be made known to the Proposer that the name and number of proposals received is not normally considered a public record and need not be released to competitors or the public at large.

A best and final offer (BAFO) may be requested from each Proposer in the competitive range at the conclusion of discussions (negotiations) with those Proposers. If a Proposer does not respond to the request, COAST may consider the most recent proposal to be the best and final offer. The request for best and final offer will include:

- (1) Specific notice that discussions are concluded;
- (2) Notice that this is the opportunity for the Proposer to submit a best and final offer;
- (3) A definite, common cutoff date and time that allows a reasonable opportunity for the preparation and submission of the best and final offer; and
- (4) Notice that the final proposal must be received at the place designated by the time and date set in the request and is subject to any provisions dealing with the submissions, modifications, and withdrawals of proposals set forth in the solicitation.

Following receipt of the best and final offers, officials of COAST will evaluate them in accordance with the terms of the solicitation and recommend award in accordance with those terms. COAST will make every attempt to submit only one request for best and final offer; however, in the event additional technical or price/cost related issues surface as a result of the Proposers' final submissions or other factors that preclude a reasonable justification for contractor selection and award, COAST may submit a request for subsequent best and final offers, as it may be clearly in the best interest of COAST.

3.8 EVALUATION OF PROPOSALS

The award will be made to the responsible (as required by 49 U.S.C. Section 5325) and responsive Proposer whose proposal is most advantageous to COAST using the list of weighted criteria. COAST may reject any and all proposals.

Criteria	Weighting
Price	30%
Project Plan	30%
Portfolio	20%
References	20%

3.9 PROTEST PROCEDURES

COAST is committed to fairness and compliance with Federal and State regulations regarding procurement. In the case that any proposer feels that they were treated unfairly, COAST will follow the Protest Procedures as described in Appendix A of its Procurement Manual.

A copy of these procedures can be accessed at <https://coastbus.org/opportunities/doing-business-with-coast/opportunities> or obtained upon request through the Project Contact (1.3), via e-mail, by mail or in person at our offices at 6 Sumner Drive, Dover NH 03820.

4. GENERAL TERMS

4.1 PROPOSAL TERMS AND CONDITIONS

COAST projects are supported by funds from the Federal Transit Administration (FTA), under the US DOT, thus the procedures for awarding this project will follow the guidelines identified in FTA Circular 4220.1G. Payment terms must be provided with the proposal. COAST will have up to thirty (30) days to make final payment upon completion of each phase and/or the completion of the scope of work by the Contractor.

4.2 CONTRACTUAL OBLIGATIONS

The successful contractor will be required to enter into a written agreement with COAST in which the contractor will undertake certain obligations. Contractual obligations will include, but are not limited to, the following:

- Inclusion of Proposal - The proposal submitted in response to this RFP will be incorporated as part of the final contract with the selected vendor.
- Indemnification - The successful vendor shall defend, indemnify and hold harmless COAST, its agents, officers and employees ("COAST Indemnitee"), from and against any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by any COAST Indemnitee to the extent (1) relating to death or injury to any person or damage to any property and (2) resulting from, or arising out of or in connection with, (a) any breach or failure to perform by successful vendor of any covenant, agreement, representation or warranty made by successful vendor in this Agreement or (b) any act or omission constituting negligence or willful misconduct by successful vendor or any of its subcontractors, directors, officers, employees or agents during the performance of successful vendor 's obligations under this

Agreement except in cases where death or injury to any person or damage to any property is caused through the sole negligence or willful misconduct by COAST.

In addition, and regardless of respective fault, successful vendor shall defend, indemnify and hold harmless the COAST Indemnitee for any costs, expenses and liabilities arising out of a claim, charge or determination that successful vendor 's officers, employees, contractors or agents are employees of the COAST Indemnitee, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation and/or any other similar obligation associated with an employment relationship.

- Insurance - The successful vendor shall maintain and shall require any of its subcontractors to maintain general aggregate liability insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation coverage to NH statutory limits. Proof of coverage will be required.
- Costs - All costs are to be stated in exact amounts. All costs must be detailed specifically in the vendor cost summary section (Appendix A) of the proposal; no additional charges (e.g. for sales tax, transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.
- Federal Requirements – The contractor shall agree to comply with the pertinent Federal laws and regulations that are identified in the FTA Circular 4220.1G.

4.3 REQUIRED CONTRACT CLAUSES AND OTHER CERTIFICATIONS

SOLID WASTES (RECOVERED MATERIALS)

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

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

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

origin, sex (including sexual orientation), 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, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits 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. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations,

“Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

5. Federal Law and Public Policy Requirements. 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.

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

DEBARMENT AND SUSPENSION

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

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

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

ENERGY CONSERVATION

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

FLY AMERICA

a) Definitions. As used in this clause—

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

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United

States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

[State reasons]:

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each

Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

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

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

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

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

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

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

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

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

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

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

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

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

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

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

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

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

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

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

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition

from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

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

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

PROMPT PAYMENT

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

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

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

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

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

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

or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

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

Certification and disclosure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

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

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

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

TERMINATION

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Convenience

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

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.

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.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

SEVERABILITY

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

TRAFFICKING IN PERSONS

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

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

5. PROPOSAL COST SUMMARY FORM – WEBSITE DESIGN, DEVELOPMENT AND MAINTENANCE

Project Elements	One-Time Costs	Recurring Costs	Labor	Material	Total
Information Architecture					
Site Infrastructure					
Sitemap Design & Revision					
Design					
Graphic Design					
Template Designs					
Development					
CMS Interface					
Content Creation/Import					
Trip Planner/Schedule/GTFS Integration					
E-Commerce Integration					
ADP Integration					

Implementation & Maintenance

Migration					
Yr. 1 Hosting					
Yr. 1 Maintenance					
On-Site CMS Training					
Yr. 2 Hosting & Maintenance					
Yr. 3 Hosting & Maintenance					
Yr. 4 Hosting & Maintenance					
Yr. 5 Hosting & Maintenance					

Proposal
Total

--

6. REQUIRED SIGN-OFFS

6.1 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

6.2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6.3 DBE UTILIZATION FORM

This form is only required if utilizing a DBE firm as part of the project team.

Name of DBE Firm: _____

Address: _____

Contact number: (____) ____ - _____

Contact Person: _____

Check all that apply: _____ MBE _____ WBE _____ SBE
 MBE = Minority Business Enterprise; WBE = Women Business Enterprise; SBE = Small Business Enterprise

Ethnic Classification: _____ Black American _____ Asian Pacific American
 _____ Hispanic American _____ Subcontinent Asian American
 _____ Native American _____ Non-Minority

1. Instructions

This form must be completed for each disadvantaged business participating in the project. If additional space is needed, complete an additional form for the firm. The firm must be certified as a Disadvantaged Business Enterprise (DBE) by the Unified Certification Program (UCP) administered by the New Hampshire Department of Transportation (NHDOT) according to the type of work/services described below prior to contract award.

2. Work

Item	Description of Work	Quantity	Unit Price	Total
			Total:	

3. Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount below.

4. Commitment

The undersigned DBE firm certifies that the information included herein is true and correct, and agrees to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with _____ (prime contractor). The undersigned further understands that no changes to this statement may be made without prior approval from COAST and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to COAST.

Title _____

Date _____

6.4 PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ___ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than five (5) business days after Company received payment from CTA.
2. ___ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the COAST DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by COAST. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the COAST DBE Department may cause the Payment Request to be rejected by COAST.)
3. ___ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not COAST has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ___ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the COAST Project Contact.

Attach a copy of the written approval from the COAST Project Contact.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public