



Construction Manager/Resident Services for the Wells Station Improvement Project in Wells, Maine

**Request for Qualifications Number:
#25-Wells Construction Manager and Resident-008**

Statements of Qualifications Due: February 14, 2025, 12:00 P.M. EST

Northern New England Passenger Rail Authority
75 West Commercial Street, Suite 104
Portland, ME 04101
Phone: 207-780-1000
Fax: 207-780-1001
Email: www.nnepra.com

REQUEST FOR QUALIFICATIONS (RFQual)

Construction Manager/Resident for Wells Station Improvements, Wells, Maine

The Northern New England Passenger Rail Authority (NNEPRA) is accepting Qualification Statements from firms to function as a Construction Manager (CM) and Resident during the construction of the Wells Station Improvements in Wells, Maine.

The Project

This NNEPRA project generally includes improvements at Wells Station for the Amtrak Downeaster service, including construction of new stair/elevator towers and a bridge over the CSX railroad tracks, construction of a new passenger platform, reconstruction of the existing passenger platform, and associated site work. The project is being funded by Federal Funding Sources and the State of Maine. The general contractor for the project is Great Falls Construction. The project design team was led by VHB. The services of the CM/Resident are anticipated to be required from approximately March 3, 2025 through the required contract completion date of November 30, 2026, plus time to close out the project, including all required documentation, no later than January 31, 2027. Construction work is anticipated to primarily take place on weekdays between 7:00 AM and 7:00 PM. Some weekend and night hours may be required based on contractor scheduled work activities. It is not anticipated that the CM/Resident will be required to be on site more than 40 hours per week except during limited periods of peak construction activity. The project's Construction Documents are available for download at the NNEPRA website at:

<https://www.nnepra.com/do-business-with-us/procurement-opportunities/>

Scope of Work

Under the general direction of NNEPRA's Special Projects Manager, the CM/Resident shall monitor all phases of building, platform, and site construction at the Wells Station Expansion Project, in Wells, Maine for NNEPRA. The CM/Resident's firm shall also provide directly with internal resources, or through a qualified subconsultant, the fabrication inspection and materials testing and inspection required for the project. Duties and Responsibilities of the CM/Resident:

- Review the project's contract documents, architectural/engineering drawings, specifications and environmental permits to gain and maintain familiarity with the project requirements.
- Schedule, lead, and document a preconstruction conference with the general contractor and their major subcontractors, NNEPRA, VHB, CSX, Maine Turnpike Authority, Town of Wells, project utilities, and other project stakeholders.
- Schedule, lead, and document regular bi-weekly construction progress meetings with the general contractor, NNEPRA, VHB, and CSX. Include other project stakeholders in these meetings when necessary.

- Monitor, inspect and document the work of the construction contractor on behalf of NNEPRA.
- Receive, record, review for conformance/completeness, distribute for design team review and approval as applicable, and return to contractor all submittals, shop drawings, and samples submitted by the contractor.
- Conduct daily on-site construction observation and spot-checks of work in progress.
- Ensure contract compliance by the contractor, including confirming that the contractor is adhering to environmental permit requirements and their quality control program. Coordinate independent quality assurance testing as necessary, including fabrication inspection and materials testing and inspection. Report any deficiencies to the NNEPRA project manager and the project's design team.
- Document and provide reports on all on-site matters, including third-party inspections, progress, safety concerns, and causes for delay.
- Maintain job-site files, documents, reports and daily logs; prepare periodic reports for NNEPRA managers and the project's design team as required. Documentation shall include daily digital photographs of the progress of construction at the site and a written summary of daily progress in a construction log. The format of the daily construction log shall be approved by NNEPRA prior to the start of construction.
- Attend all job-site meetings as NNEPRA representative or in conjunction with the NNEPRA project manager or design team representative.
- Review requests for progress payments submitted by construction contractor and forward with recommendations to NNEPRA and design team representative.
- Perform other related duties as assigned.

Minimum Acceptable Qualifications:

- Only firms prequalified by MaineDOT for one or more of the following service numbers may submit a response to this RFQ: 602.10 Bridge Construction Inspection, 604.10 Rail Facilities Inspection, 607.00 Fabrication Inspection, and 608.00 Materials Testing/Inspection.
- Associate's degree in construction technology, civil engineering, architectural engineering, building science or related field and ten years of related experience in construction in a capacity such as clerk of the works, resident engineer or project manager.
- Ability to read and interpret architectural and engineering drawings, specifications, codes, and other material pertinent to construction.
- Working knowledge of grading, drainage and site/civil construction; and building components and systems.
- Knowledge of construction materials, means and methods.
- Knowledge of applicable state and federal building codes, OSHA, NFPA, BOCA, Life Safety and hazardous materials, as well as Railroad Road Worker Safety.

- Excellent written and oral communication skills and ability to establish and maintain professional working relationships.
- Ability to wear/use personal protective equipment as needed on construction site.
- Completion of OSHA 10-hour Construction Safety Training.

Additional Desirable Qualifications:

- Bachelor's degree in science, engineering, architecture; or related field.
- Professional registration as an architect or engineer.
- Experience with railroad construction projects.
- Experience with MaineDOT and/or federally funded construction projects.
- Completion of OSHA 40-hour Construction Safety Training.

QUALIFICATIONS STATEMENT SUBMISSION

Please include the following information in your qualifications statement. Do not include a front or back cover.

Cover Letter (two pages max.)

Provide a signed cover letter. This letter shall include:

- Name of the firm.
- Provide the name of the individual proposed to perform the CM/Resident services outlined.
- A single point of contact including address, phone number, fax number and e-mail address to which all communications from NNEPRA will be directed.
- A statement declaring the firm's intent, if selected to submit a Proposal and, if the Proposal is accepted, to enter into a Contract with NNEPRA to perform the Work.
- An affirmative declaration that, to the best of the firm's knowledge and belief, the information supplied by said firm is true and accurate.
- An affirmative declaration and acknowledgement that the firm is prohibited from receiving any advice or discussing any aspect related to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest. The declaration and acknowledgement shall also include agreement that if an organizational conflict of interest exists or is discovered at any time, the firm shall make an immediate and full written disclosure to NNEPRA that includes a description of the action the firm has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict exists, NNEPRA may at its sole discretion terminate the firm's contract at any point.
- A general authorization for NNEPRA to confirm all information contained in the Qualifications Statement.

Statement of Qualifications (five pages max.)

The SOQ shall include information and discussion in the following areas:

- Past performance and relevant experience of the firm and the individual being proposed to provide CM/Resident services.
- Qualifications of the firm's fabrication inspection and materials testing personnel or subconsultants.
- With respect to each project identified, include the following information:
 - Project name;
 - Owner's name, address, principal contact, and current phone and fax numbers and e-mail addresses;
 - Dates of Project;
 - Project description, identifying any elements of the work that are similar to this Project;
 - Description of work.

Resumes of Key Personnel

Resumes of key personnel, including the CM/Resident, shall be provided in Appendix A and shall be limited to three pages each. Include the following items on each resume, as applicable:

- Relevant licensing, registration, certifications and training
- Number of years of experience performing similar work
- Length of employment with current employer
- Title, roles and responsibilities on past projects
- Experience in railroad projects, including railroad safety training
- Experience in building projects

Insurance

The firm contracting with NNEPRA must provide evidence of its ability to obtain Professional Liability Insurance covering errors and omissions in the amount of not less than \$1,000,000. Evidence shall be in the form of a Certificate of Insurance on an Acord Form or a letter from an insurer or a Maine Resident Agent for an insurer indicating ability to provide such insurance and attached as Appendix D. The insurer must be licensed to do business in the State of Maine.

Commercial General Liability Insurance shall also be required in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the Aggregate, and shall name NNEPRA as an additional insured. Certificates of Insurance or letter from an insurer as above shall be provided with the SOQ. Proof of other insurance (such as Worker Compensation, Automobile liability, etc.) will be required in the RFP.

Appendices

Appendices to the Statement of Qualifications shall include the following:

- A. Key Personnel Resumes (3 pages max each) including:
 - The individual who will perform the majority of the CM/Resident services

- An individual who can fill in for the CM/Resident should they be out sick or on vacation
 - The project manager or project executive who will supervise and support the CM/Resident, if applicable.
 - The individual(s) who will perform the fabrication inspection
 - The individual(s) who will perform the materials testing
- B. Optional: General summary of firm's applicable construction management experience, and the firm's or their proposed subconsultant's fabrication inspection and materials testing and inspection experience, in the form of an existing brochure or other general marketing material, 10 pages max.
- C. Insurance Certificate.
- D. Addendum B: Suspension and Debarment Certification.
- E. Addendum C: Lobbying Certification.

A selection committee will review the Qualifications Statements. At NNEPRA's option, interviews via Teams/Zoom or in person may be held with the top two highest rated firms between February 17 and February 21. The firm that is rated highest by the selection committee will be asked to submit a detailed scope of work and fee proposal that will be due by February 28, 2025.

Individuals or companies responding to this RFQ must submit a digital PDF copy of their Qualifications Statement via email to:

Ms. Catherine Kruglak
Grant and Compliance Manager
Northern New England Passenger Rail Authority
75 W Commercial Street, Suite #104
Portland, Maine 04101
catherine@nnepra.com

Submissions must be received by **12:00 PM. EST on Friday, February 14, 2025**. Packages received later than this time will be returned unopened. The Qualification Statements will be reviewed by a selection committee consisting of NNEPRA staff and NNEPRA's general engineering consultant.

Addendum A

Federal Grant Compliance Requirements

The Contractor (referred to here as “Contractor”) further agrees with the Northern New England Passenger Rail Authority (referred to in this Addendum as the “Authority”) to comply with the following, to the extent applicable to Contractor. The parties agree that this Addendum A is not intended to enlarge or increase the applicability of any federal requirements to Contractor beyond those requirements that arise under federal laws and regulations of the United States Department of Transportation Federal Railroad Administration or Federal Railroad Administration (FRA) Agreements, as the same is amended from time to time by FRA.

Federal Compliance– Contractor shall at all times comply with all applicable FRA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Cooperative Agreement between the Authority and FRA, 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.

Railroad Standards – Contractor agrees that this project will comply with all applicable FRA, American Railway Engineering and Maintenance-of-Way Association (AREMA), American Association of State Highway and Transportation Officials (AASHTO), and/or Association of American Railroads (AAR) standards, as applicable.

Site Visits – The Authority, FRA, U.S. DOT and the Comptroller General (and their representatives), have the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA on the premises of the Contractor or sub-contractor for this project, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

Safety Oversight- Contractor must comply with any Federal regulations, laws, policy and other guidance that FRA or DOT may issue pertaining to safety oversight in general, and in the performance of any grant award, in particular. FRA has in place a comprehensive system of railroad safety oversight (see 49 CFR part 209 et seq.) that is applicable to railroad operations generally.

Record Retention – During the course of the Project and for three years thereafter, Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require.

Access to Records - Contractor agrees to provide access to the Authority, the Federal Railroad Administration, the U.S. Department of Transportation and the Comptroller General of the United States (and their representatives) to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purposed of making audit, examination, excerpts, and transcriptions.

False Claims Act – The Contractor and any sub-contractors funded through the Recovery Act shall promptly refer to the Department of Transportation Inspector General any credible evidence that a principal, employee, agency, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

Program Fraud - Contractor recognizes that the requirements 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 hereunder. Accordingly, by signing the Agreement, Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the activities covered hereunder. In addition to other penalties that may be applicable, Contractor also acknowledges that if it makes false, fictitious or fraudulent claims, statements, submissions, assurances, or certifications, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Contractor to the extent the Federal Government deems appropriate.

Contractor recognizes that if Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government of includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a project authorized under 49 U.S.C. chapter 53 or any other federal law, the Federal Government reserves the right to impose on Contractor the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001 or other applicable federal law to the extent the Federal Government deems appropriate.

Termination Provisions - The Authority shall have the right to terminate the Agreement for convenience, in accordance with 49 C.F.R. § 1836(i)(2). Any termination for convenience by the Authority shall not excuse the Authority’s obligations under the Agreement arising prior to the effective date of such termination.

Contractor recognizes and agrees that the FRA may suspend or terminate the Project for various reasons, that such termination may act to cancel or invalidate certain obligations incurred by FRA prior to the termination date, and that such termination may act to relieve the Authority of such obligations as well.

Prohibited Activities – Contractor agrees that none of the funds provided through the Agreement may be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

Resolution of Dispute, Breach or Other Litigation - FRA and the Authority have a vested interest in the settlement of any dispute, default, breach, or litigation involving any federally assisted third-party contract. Contractor agrees to pursue all legal rights available under any third-party subcontract. FRA and the Authority reserve the right to concur in any compromise or settlement of any third-party subcontract claim involving Contractor. Contractor agrees to notify FRA and the Authority of any current or prospective major dispute, breach, default, or litigation pertaining to any third-party subcontract. If Contractor seeks to name the Federal Government or the Authority

as a party to litigation for any reason, in any forum, Contractor agrees to inform the FRA and/or the Authority, as applicable, before doing so. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third-party recovery. If the third-party subcontract at issue contains a liquidated damages provision, Contractor agrees to credit any liquidated damages recovery to the Project unless the Federal Government permits otherwise.

In the event of any failure on the part of Contractor or the Authority to comply with any of its obligations contained in the Agreement and the continuation of such failure for a period of thirty (30) days after receipt of notice thereof from the other party, the other party shall have the right, at its option, to declare a default. Upon giving the party in default an additional notice of thirty (30) days and an opportunity to cure the default, the party not in default may terminate the Agreement. The rights to terminate shall be in addition to the other rights and remedies provided hereunder as well as those available, at law or in equity, including claims for money damages and specific performance, which remedies will be cumulative.

Whistleblower Act – An employee of Contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of – (1) gross mismanagement of an agency contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to the implementation or use of Recovery Act funds; or (5) a violation of law, rule or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds.

Energy Conservation - To the extent applicable to the services to be performed by Contractor hereunder, Contractor shall comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Environmental Protection – Contractor agrees that all facilities that will be used to perform work under an award shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, State and Federal standards. Contractor agrees the work is in compliance with the following provisions, as modified from time to time: Section 114 of the Clean Air Act, 42 U.S.C. 7414, and Section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The Contractor certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency (“EPA”). The Contractor will notify the Grantee as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA’s List of Violating Facilities; provided, however, that the

Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. Contractor will include or cause to be included in each subcontract entered into, which subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such subcontractor to immediately inform the Authority upon the receipt of a communication from the EPA concerning the matters set forth herein.

No publicly owned land from a park, recreational area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials shall be used by the Contractor without the prior written concurrence of FRA.

Disadvantaged Business Enterprise - The Authority has adopted a Disadvantaged Business Enterprise and Women's Business Enterprise Policy in accordance with Federal Regulations issued by U.S. DOT (49 C.F.R. Part 23). This Policy provides that Disadvantaged Business Enterprises ("DBEs") and Women's Business Enterprises ("WBEs") will be afforded every practicable opportunity to participate in the performance of contracts related to the Authority's construction, procurement and professional service activities. Contractor agrees to take all necessary and reasonable affirmative steps required by U.S. DOT regulations to ensure that eligible DBEs and WBEs have the maximum feasible opportunity to participate in third-party subcontracts procured in connection with the Project.

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.

Contract Work Hours & Safety Standards Act - To the extent applicable to Contractor, Contractor agrees and assures compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Contractor shall include the requirement of this subsection in any third-party subcontract, at any tier, for the performance of work in connection with the Project.

Equal Employment Opportunity – Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Civil Rights - Contractor must comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 CFR part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 36001 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) 49 U.S.C. 306, which prohibits discrimination on the basis of race, color, national origin or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific status(s) under which application for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the grant recipient. Contractors and sub-contractors must comply with all regulations, guidelines, and standards adopted under the above statutes.

ADA Access - To the extent applicable to the services to be performed by Contractor hereunder, Contractor agrees to comply with all applicable employment and accessibility requirements of Title II of the American with Disabilities Act (“ADA”), of 1990, as amended; Section 504 Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and both statutes’ implementing regulations at 49 CFR parts 27, 37 and 38. DOT (through its delegate FRA) has responsibility to offer technical assistance for the provisions of the ADA about which it issues regulations. 42 U.S. C. 12206(c) (1) reads: “Each Federal agency that has responsibility under paragraph (2) for implementing this chapter may render technical assistance to individuals and institutions that have rights or duties under the respective subchapters of this chapter for which such agency has responsibility.”

Trafficking of 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 sub-agreements thereunder.

Buy America – Contractor must comply with the Buy America provisions set forth in 49 U.S.C. § 22905(a) and 41 U.S.C. §§ 8301-8305 which specifically provide that the Secretary of Transportation may obligate ARRA funds for a High-Speed Intercity Passenger Rail or congestion project only if the steel, iron, and manufactured goods used in the project are produced in the United States. The Secretary (or the Secretary’s delegate, the FRA Administrator) may waive this requirement if the Secretary finds that applying this requirement would be inconsistent with the public interest; the steel, iron, and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality; rolling stock or power train and equipment cannot be bought and delivered in the United Sates within a reasonable time; or including domestic material will increase the cost of the overall project by more than 25 percent. For purposes of implementing these requirements, in calculating the components’ costs, labor costs involved in final assembly shall not be included in the calculation. If the Secretary determines that is necessary to waive the application of the Buy America requirements, the Secretary is required before the date on which such finding takes effect to publish in the Federal Register a detailed written justification

as to why the waiver is needed; and provide notice of such finding and an opportunity for public comment on such finding, for a reasonable period of time, not to exceed 15 days. The Secretary may not make a waiver for goods produced in a foreign country if the Secretary, in consultation with the United States Trade Representative, decides that the government of that foreign country has an agreement with the United States Government under which the Secretary has waived the requirement of this subsection, and the government of that foreign country has violated the agreement by discriminating against goods to which this subsection applies that are produced in the United States and to which the agreement applies. The Buy America requirements described in this section shall only apply to projects for which the costs exceed \$100,000.

Buy American – The acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. NNEPRA and the Contractor also represents that they have never been convicted of violating the Buy American Act nor will make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

Debarment and Suspension and Drug-Free Workplace – Contractors will need to provide certifications on debarment and suspension for all third-party contractors and sub grantees and comply with all DOT regulations, “Non-procurement Suspension and Debarment” (2 CFR part 1200) and “Governmentwide Requirements for Drug-Free Workplace (Grants),” (49 CFR part 32).

No Government Obligation to Third Parties - Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of any underlying contract, absent the express written consent of the Federal Government, the Federal Government is not a party to such Agreement, and shall not be subject to any obligations or liabilities to Contractor or any contractor or other parties in connection with the Agreement or the project.

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.

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 agreement. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

Prohibition on Certain Telecommunications and Video Surveillance Services of Equipment –

Contractor is prohibited from obligating or expending loan or grant funds to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system,

or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

Flow Down Provisions – The Contractor shall include provisions to carry out the purposes of this Agreement in all subcontracts with persons who perform any part of the work under this Agreement. There shall be provisions for a further flow down of such requirements to each sub-tier contractor.

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

ADDENDUM B

**CERTIFICATION OF A POTENTIAL PRIME CONTRACTOR (DIRECT THIRD-PARTY CONTRACTOR)
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Contractor _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are 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 enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or local) terminated for cause or default.
5. The potential Contractor agrees to provide the Authority with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Contractor for the potential Contractor shall provide the same updated notice to the potential Contractor and the potential Contractor shall be solely responsible for collecting, updating and submitting updated information to the Authority.

NOTE: If for any reason the potential Contractor is unable to certify to any of the statements in this certification, the potential Contractor shall attach an explanation to this certification.

THE POTENTIAL CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

_____ (Company Name)

_____ DATE:

Type or Print Authorized Representative's Name: _____

Authorized Representative Title: _____

Authorized Representative Signature: _____

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

ADDENDUM C
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____,
(NAME OF AUTHORIZED OFFICIAL)

hereby certify on behalf of

(NAME OF FIRM)

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 any 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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with the its instructions.
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 is 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 Section 1352, Title 31, U.S. Code. 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.

Executed this _____ day of _____, 2025.

NAME OF BIDDER / COMPANY NAME: _____

TYPE OR PRINT NAME: _____

Signature of authorized official: _____ Date: _____