

REQUEST FOR PROPOSAL (RFP 22-04)

Replacement of Office Rooftop Units for MTA



**MANCHESTER TRANSIT AUTHORITY
REPLACEMENT OF ROOFTOP UNITS**

05.17.22

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I. PROJECT TEAM



NOTE: All correspondence, questions, and communication must be in writing to ENERGY SERVICES OF NH Consulting only. Any other attempts at communication, other than with the parties outlined above is grounds for bid disqualification. Please present questions in written form only via email at mike@energyservicesofnh.com.

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05.17.2022

Project:

RE: Request for Qualifications (RFP) for Replacement of Rooftop Units

Energy Services of NH has been retained by Manchester Transit Authority (MTA) as Owner's Representatives. On behalf MTA, we cordially invite you to submit qualifications for the Replacement of Rooftop Units for office at 110 Elm Street Manchester, NH. Manchester Transit Authority will directly hold the contract for the work and will have all legally binding authority on this project. Energy Services of NH will be responsible in advising the owner throughout the design and construction process.

A. Confidentiality

This RFP and all accompanying materials contain Manchester Transit Authority's confidential information and are to be treated as such by the Bidder. Bidder acknowledges that this RFP, including without limitation, any addendum or correction to this RFP, or oral information about the RFP are MTA's proprietary and confidential information. **In no event may MTA's proprietary and confidential information be disseminated, copied or made available in any form whatsoever to anyone other than Bidder's authorized employees (on a "need to know" basis) unless express written permission is granted by MTA.** Reproduction, distribution, or disclosure outside Bidder's company is prohibited without Manchester Transit Authority's prior written consent. If Bidder's Proposal Package is to include third-party participation, Bidder must contact ENERGY SERVICES OF NH Consulting to determine the approach for disclosure. MTA asks that the Bidders in receipt of this Request for Proposal destroy this document and its attachments and refrain from retaining any copies once their response is complete, or they have determined that they will provide a "no-bid" response or otherwise not respond to this invitation.

Further, all questions related to this RFP are to be requested of the Owner Representative, ENERGY SERVICES OF NH Consulting, via email. **Bidders are to refrain from contacting city agencies, subcontractors, suppliers, or other individuals, agencies, organizations for anything related to this project. Failure to follow these rules will result in disqualification.**

B. Client Background

The Manchester Transit Authority was established by the State of New Hampshire on May 1st, 1973. The MTA operates Fixed Route, StepSaver, Demand Response (Goffstown, Hooksett, and New Boston), CART Demand Response Service, and student transportation for the City of Manchester.

C. Project Objectives and Description

The Manchester Transit Authority (MTA) is seeking competitive proposals from qualified, reliable vendors to replace three (3) rooftop ventilation/air-conditioning/heating rooftop units (RTUs) at the MTA Offices, 110 Elm Street, Manchester, New Hampshire, 03101. The successful vendor will be responsible for sizing, removing, and disposing of the existing RTUs, providing the new RTUs, documenting the commissioning of performance consistent with manufacturer specifications and all labor, supervision, materials, equipment, transportation, and services necessary to perform high quality work as further described in the Scope of Work.

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The Manchester Transit Authority office opened in May 1972 and is currently operational seven days a week, excluding holidays. The one-level office building is approximately 5,000 square feet and adjoined to the main MTA garage. Replacement units will not require a mechanical stamp if smaller or equal to the existing units in size. The present RTUs were manufactured by York with the following basic specifications for each unit:

Model # D7CG036N07906A
Nominal cooling tons: 3
Model # D7CG036N07906A
Nominal cooling tons: 3
Model # DH150N204AAA3A
Nominal cooling tons: 16
Refrigerant type: R22
Indirect Fired Gas Burner heating capacity: 350 MBH (combined)

Recently these offices had spray foam insulation installed from the wall top plate across the underside of roof to the other top plate. This upgrade to the building envelope needs to be considered when sizing the replacement of the rooftop units. The MTA Office is looking for correctly sized replacement RTUs with non-proprietary maintenance capabilities from reputable manufacturers, MTA Office defined examples being York, Trane, and Carrier or equivalent. The MTA Office encourages Energy Star qualified efficient equipment, materials efficient, and reduced toxic level products where availability, quality, and budget constraints allow. The Scope of Work include providing documentation as needed to qualify for utility incentives.

D. Project Schedule and Timeline

- a) RFP Issue **on or about 05/20/2022**
- b) Site visit available upon request contact Mark Deflumeri, 603.792.5162 mdeflumeri@mtabus.org
- c) Last day for Questions/Clarifications **06/23/2022**
- d) Proposal's response due **06/27/2022**
- e) Proposal evaluation period **06/27/2022 thru 06/30/2022**
- f) Approved Equals period **thru 06/17/2022**
- g) Approved Equals response due **06/20/2022**
- h) Contract Award **on or about 06/30/2022**
- i) Construction to be **outline by proposal**

E. Waiver of Costs

Owner appreciates your taking the time to prepare your Proposal Package pursuant to this RFP. Bidder understands that neither Owner or ENERGY SERVICES OF NH have obligation to reimburse any costs associated with the development and presentation of a response to this RFP and these costs shall not be chargeable in any manner to Owner or ENERGY SERVICES OF NH. Materials submitted in response to this RFP will become the property of Owner and shall be returned only at the option of Owner.

F. Implied offer to do business

This RFP is not an offer to contract. Acceptance of Proposal Package neither commits Owner to award a contract to any bidder, even if all requirements stated in this RFP are provided, nor limits Owner's right to negotiate in its best interest. Owner reserves the right to contract with a Bidder for reasons other than lowest cost.

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G. Proposal Package Format

Submissions must be outlined as follows:

1. Title Page

The title page should clearly state your company name, contact name and email, mailing address, and telephone number.

2. Administrative Complaints and Lawsuits

- a. Describe any administrative complaints, charges, and or lawsuits in which your company may have been involved as a defendant in the past five years. For any unresolved items provide and attach a copy of the applicable complaint or notice of violation.

3. Contract Acceptance

- a. The sample contract provided will be updated to reflect the most current AIA 2019 revisions, however, most modifications that have been made to the document will remain. Acceptance of contract shall be stated in writing as a part of the RFP response.

4. Financials

- a. Provide 2 full years of financial documentation including 2017, 2018, and YTD 2019 financials.
- b. The report should include the following:
 - i. Annual turnover – total value of sales, before deducting customers' discounts, returns, or allowances
 - ii. Sales 3 Year Growth – The Compound Annual Growth Rate of sales over the last 3 years.
 - iii. Current Ratio – Total Current Assets divided by Total Current Liabilities
 - iv. Quick Ratio – also known as the Acid Test Ratio, is defined as $(\text{Cash} + \text{Short Term Investments} + \text{Accounts Receivable}) / \text{Total Current Liabilities}$
 - v. Debt to Total Equity Ratio – Total Debt divided by Total Equity
 - vi. Profit Margin – Income before taxes divided by Total Revenue and is expressed as a percentage
 - vii. Return on Common Equity – Income Available to Common divided by the Average Common Equity and is expressed as a percentage. Where Average Common Equity = $(\text{Beginning Common Equity} + \text{Ending Common Equity})/2$

5. Scope of Work

The Manchester Transit Authority is seeking bids for the design, purchase, delivery, installation, and commissioning of three new rooftop ventilation/air-conditioning/heating systems. The Contractor will also be responsible for the removal and disposal of the existing RTUs.

- a. Contractors will conduct a pre-bid site visit and gather information for the development of a Work Plan. As part of the Work Plan and construction activities the Contractor will identify and comply with all applicable federal, state, and local statutes. The Contractor will also comply with applicable terms and conditions of the contract.

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- b. The finalized Work Plan and interval construction schedule will be submitted to the Assistant Director: Maintenance for review and approval prior to the start of construction. The Assistant Director: Maintenance will provide to the Contractor any existing drawings/specifications relating to the project.
- c. The Contractor will mobilize construction forces necessary to begin the project within 10 business days after approval of the Work Plan and construction schedule by the Assistant Director: Maintenance.
- d. The Contractor will arrange for the following as needed:
 - i. A secure staging area for storing equipment, materials, tools, and supplies, as the Contractor shall have sole liability for said items, and
 - ii. Access to and provision of utilities as needed for design and construction.
- e. The following documents, plans, and reports will be provided to the F&S Manager:
 - i. Work Schedule, and short interval schedule to include daily and weekly activities,
 - ii. As-built drawings at the end of the project,
 - iii. Hazardous Waste Disposal Certificates as requested or required, and
 - iv. Inspection Reports as completed.
 - v. Provide all documentation needed for project to qualify for NH utility incentives
 - 1. Please see HVAC incentive forms from NH Saves in Exhibit B
- f. The Contractor will immediately notify the Assistant Director: Maintenance of all issues that may result in a project delay and/or impact work quality or safety.
- g. The Assistant Director: Maintenance must be informed of and approve all work done by subcontractors; however, the Manchester Transit Authority will deal only with the Contractor regarding work done and costs incurred by subcontractors.
- h. The Contractor will provide all labor, materials, equipment, accessories, etc., required for the design, purchase, delivery, and installation of two new rooftop ventilation/air-conditioning/warm-up systems. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
- i. All work will be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor will be responsible for obtaining all necessary permits.
- j. The new rooftop units (RTUs) shall be sized to meet the heating, cooling and ventilation loads demonstrated by ASHRAE Manual J, Elite Software or equivalent, whichever best meets the facility needs and budget. The distribution systems will meet design criteria of Distribution system meets ASHRAE Manual D or equivalent. Provide this sizing documentation as part of the bid package.
- k. The Contractor will provide information and assistance with incentives (green initiatives) and/or credits that may be offered by manufacturers, utility companies, state and/or federal agencies.

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- l. The Contractor is responsible for the removal and disposal of the existing RTUs in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor, and materials to safely accomplish said removal and disposal. The contractor will recover and dispose of the refrigerant from the existing rooftop units per EPA guidelines.
- m. All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after goods and/or services have been provided.
- n. The Contractor will verify the existing electrical and gas connections to the existing RTUs prior to ordering the new units and shall provide a new fused disconnect switch, fused to provide maximum over-current protection required by the new unit and make additional modifications to the circuit breaker and/or electrical feeders serving the unit if a larger breaker and/or feeders are required.
- o. Any electrical wiring from the source to the newly installed units is the Contractor's responsibility.
- p. The Contractor will disconnect the electrical power to the existing rooftop units.
- q. The Contractor will provide curb adapters and all associated roofing required to install new units on existing roof curbs and provide a weather-tight installation of new units.
- r. All installations will be in accordance with manufacturer's recommendations.
- s. The Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area always. Clean up of the work area shall be at no additional cost to the Manchester Transit Authority. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state and local statutes and codes. The Contractor will provide the Assistant Director: Maintenance with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
- t. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas. Safety of patrons, MTA staff, and contractor's employees shall be a priority and shall be the responsibility of the Contractor.
- u. The Contractor must notify the Assistant Director: Maintenance in advance of work that may be disruptive to the normal MTA operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved : and scheduled with the Assistant Director: Maintenance.
- v. The Contractor is responsible for providing written documentation to the Assistant Director: Maintenance for any work that may affect the Manchester Transit Authority's warranties or existing equipment (for example: roof penetrations). The written documentation must be provided and approved prior to the commencement of work.
- w. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. The Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.

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- x. The Contractor is responsible for the start-up and commissioning of the RTUs. The commissioning reports to be included as part of the project documentation. Measured equipment performance will be consistent with manufacturer performance specifications. All systems must be fully functional and operational after installation. If follow-up work is required to correct installation, the Manchester Transit Authority shall not be charged.
 - y. Warranties for materials, labor, and equipment will be issued in accordance with industry practice. Extended warranties may be requested by the Assistant Director: Maintenance as cost and budget allow.
 - z. The Contractor will train key Manchester Transit Authority staff on operation and general maintenance of the units. Prior to leaving the job site, the Contractor shall provide the Assistant Director: Maintenance with all manufacturers' warranty documents upon completion of installation and training.
 - aa. The Contractor will respond to inquiries within twenty-four (24) hours and will service any non-working units on the day of the call during the warranty period. The Manchester Transit Authority will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
 - bb. Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are noted which in the Manchester Transit Authority's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.
6. Team Background and Project Approach
- a. Provide a brief history on similar building types or projects, and other qualifications that distinguish your firm and allow you to stand out compared to other in the market relative to this scope of proposed work. (Submit Project Sheets in SECTION 6 – ATTACHMENTS.)
 - b. Provide comparable projects in the last five (5) years and highlight project cost, change orders associated with the project, and planned versus actual schedule completion. Provide client references for at least three (3) of the projects listed.
7. Approach to Collaborative Design
- a. Provide examples and narrative to ensure the budget will be met come time to bid subcontractors.
 - b. Discuss how your team approaches design assist collaboration and teamwork. A fully integrated team approach from client to subcontractors will be necessary for the success of the project. Include how the proposed team will integrate with owner, as well as the rest of the project team.
 - c. Provide feedback on the current design and sequencing to assist the project team with understanding constructability challenges and project 'hot spots'. Tell us if the design can be implemented – or if any changes should be made to add value/ save schedule/ improve quality, etc. Include, with this section, any ideas you may have for value engineering and/or design betterment while maintaining quality and program.

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- d. Highlight your firm's ability to improve the design and construction process by utilizing technology.
8. Site Logistics/Phasing
 - a. The owner would like to understand your firm's ability to creatively manage site logistics and phasing in order to minimize impacts to operations and customers. As such, please provide a proposed phasing and site logistics plan indicating site fencing, walkways, pedestrian & vehicle traffic patterns, lay down areas, etc. to demonstrate your understanding of building these projects on this site.
9. Safety
 - a. Please provide your firm's approach to safety and include Modification rate as well as any OSHA Violations over the last two years.
10. Organization and Staffing
 - a. Within this section provide a Proposed Team Organizational Chart with Staff Time Commitments as well as other commitments the staff proposed currently has. (Submit Resumes in SECTION 6 – ATTACHMENTS)
 - b. Submission of names shall be considered a commitment on the part of the HVAC contractor to retain stated personnel on the project throughout its duration, as approved by the Client. Note - As part of the contract negotiation there will be a financial penalty for changing accepted and approved personnel on the job without authorization from the Owner. Each substituted team member will be at a cost of \$10,000, which is to be deducted from the fee.
11. Schedule
 - a. Provide a narrative to describe a preliminary schedule approach for the project. Overlay the design schedule with early construction work you expect to perform to meet the proposed turn over date.
 - b. Include in this section the experience of the team with the various types of project delivery mentioned in SECTION D – PROJECT SCHEDULE AND TIMELINE of this RFP.
 - c. Provide a graphical representation of the overall construction schedule, including required early packages, and a preliminary work plan that aligns with project milestones.
 - d. Alternate schedule approach, should the outlined approach not be feasible, what would be your proposed project schedule and how will that affect the project milestones and building opening date?
12. Attachments
 - a. Project Sheets: Experience listed should be within the last five (5) years and should distinguish between new construction and renovation; project budget – total and per square foot, project construction duration, year the project was completed, internal staff assigned to the projects and their responsibilities, and a client reference with contact information for each representative project.
 - b. Resumes for all team members, including at least three (3) client references for each. Project references should be of a similar size and scope of the project described.
 - c. Manufacturer specification sheets for equipment and AHRI certifications
 - i. While the exact model numbers won't be known at the time of proposal, please provide manufacturer specification sheets that demonstrate the minimum performance specification for what the equipment selection will be. Equipment to be specified to qualify for NH Saves rebates and have variable speed drive blowers.
 - d. Installed cost quote all Labor, Materials, Permits, Disposal of existing equipment and construction debris.

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H. Selection Process

Any questions or details regarding the response to the proposals should be coordinated through ENERGY SERVICES OF NH Project PM, at PO Box 311 Goffstown, NH, telephone 603-494-2080 or email at mike@energyservicesnh.com. All questions relating to this RFP should be sent via e-mail and they will be responded to in a timely fashion and sent to all companies proposing on this RFP. Qualifications will be accepted electronically; follow-up hard copies can be submitted, if deemed necessary. Please do not contact Owner or other team personnel directly.

The schedule for submission and the procedure for selecting a bidders list for the RFP will be per the dates highlighted below:

- i) One (1) electronic copy, addressed to ENERGY SERVICES OF NH Project PM by **06/27/2022 5:00PM** Submit to mike@energyservicesnh.com (No hard copies are required)
- j) **Award Week of 06/30/2022**

The Proposal Package opening shall be private. The basis for selection will include, but not limited to:

- a) The firm's general approach and methodology for projects of this type
- b) Firm's experience with sustainable construction
- c) Available project staff
- d) Similar project types
- e) Reference checks

RFP Scoring Matrix

Scoring will be rank order comparing results each qualified bidder using criteria shown

Category	Selection criteria	
Price cost quote all Labor, Materials, Permits, Disposal of existing equipment and construction debris		Lowest price will get highest score
Performance Specification of equipment with estimated annual operating cost in electricity and natural gas	Where kWh = \$0.18, Therm = \$1.50 and heating and cooling temp is 70° heating load 200,000 btu/h cooling load 100,000 btu/h*	Lowest operating cost will get highest score
Comprehensiveness of work plan, equipment sizing for heating and cooling, implementation plan, commissioning plan	Scored by bid selection committee. The best package will get the highest score	Best package will get highest score
Warranty how long is equipment covered? When is labor included? Is the value of the equipment pro rated during warranty? If yes when does prorating start?	Length of 100% equipment + labor coverage where the highest score is the longest coverage	Best Warranty will get highest score

Highest total score wins!

* These loads are for the purpose of this selection criteria and should not be used for equipment design.

MTA
PROPOSAL SECTION NUMBER 2

SOLICITATION PROVISIONS/REQUIRED CONTRACT CLAUSES

Federal Clauses

Please note that many Federal Clauses will only apply to procurements with a total value (not per vehicle) that meets certain thresholds. Please refer to the below descriptions to determine if a particular clause is applicable. As MTA cannot know the total proposed costs, it has included all such Federal Clauses. If the total costs for the proposal is under the listed threshold, those clauses so noted will not apply and need not be completed.

2.1 Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

2.2 Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)
Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by 2 CFR Part 200 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured

in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

2.3 Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

2.4 Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

2.5 Clean Water

All Contracts and Subcontracts over \$100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the

appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

2.6 Bus Testing

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

2.7 Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self- certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

2.8 Lobbying

Construction/ Architectural and Engineering/ Acquisition of Rolling Stock/Professional Service Contract/Operational

Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

2.9 Access to Records and Reports

Applicability - As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the

purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

2.10 Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

2.11 Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Applies to contracts exceeding \$100,000.

- 2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

2.12 Contract Work Hours & Safety Standards Act

Applicability - Contracts over \$100,000

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject

to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

2.13 No Government Obligation to Third Parties

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.14 Program Fraud and False or Fraudulent Statements or Related Acts

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.15 Termination

Applicability - All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the

recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient

shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's

convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

2.16 Government Wide Debarment and Suspension (Non Procurement) Applicability - Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR

29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.17 Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2.18 Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including

laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and

Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of

Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997,

and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

l. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

2.19 Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise

imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.20 Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. 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 from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after

incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient 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 recipient.

2.21 Incorporation of Federal Transit Administration (FTA) Terms All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

2.22 Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy

on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the

National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid

Funded Projects Only Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the

Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**MTA
PROPOSAL SECTION NUMBER 3**

REQUIRED CONTRACT CERTIFICATIONS

Federal Certifications

Please note that many Federal Clauses will only apply to procurements with a total value (not per vehicle) of \$150,000 or greater. As MTA cannot know the total proposed costs, it has included all such Federal Clauses. If the total costs for the proposal is under \$150,000 those clauses so noted will not apply and the corresponding Federal Certification need not be completed.

EXHIBIT A: BID FORM

Please complete the provided excel "EXHIBIT A" document and return as part of your bid submission.

EXHIBIT B: SUPPLEMENTAL DOCUMENTS

Insert any documents the owner or the architect has already designed. Could include a master plan, or facility assessments, programming meeting notes between ENERGY SERVICES OF NH and the owner, or full design documents depending on where you are at in the design process.

New Equipment & Construction 2021 HVAC Incentive



Section A: CUSTOMER INFORMATION

Customer Name	Electric Account Number	Rate	Application Number
Facility Address	City	State	Zip Code
Service Location Identification	Email		
Mailing Address (if different from above)	City	State	Zip Code
Contact Person/Title	Telephone Number	Incorporated? (Check one) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Exempt	
Please Assign Payment to Contractor.	Additional Information	Incentive Payment Preference (Check one.) <input type="checkbox"/> <input type="checkbox"/>	
Customer Signature:		Pay Customer	Pay Contractor

Contractor Name	Contact Person/Title (Print)	Contact Person Signature
Mailing Address	City	State <input type="checkbox"/> Zip Code <input type="checkbox"/> <input type="checkbox"/>

Email	Telephone Number	Additional Information	Incorporated? (Check one) Yes No Exempt
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Section C: DOCUMENT APPROVALS

Utility Signature	Date
-------------------	------

PRE-APPROVAL OFFER	
Technical Review - Utility Signature	Date

Utility Signature	Date	Amount of Incentive Offer (\$)	Offer Valid Through:
-------------------	------	--------------------------------	----------------------

By signing and dating below, customer accepts this Incentive offer and agrees to the Utility Terms and Conditions available from your Utility. Pursuant to a Commission order, customers also agree that the utility alone may capture all kW and kWh savings and any ISO-NE capacity payments resulting from this energy efficiency project. This agreement is contingent upon continued approval and authorization by the Commission to recover said amounts from the System Benefits Charge. The Incentive, in conjunction with all other sources of funding, cannot exceed the total project cost.

Customer Signature: _____ Date: _____

POST-INSTALLATION INSPECTION			
Utility Signature	Date	Total Project Cost (\$)	Amount of Incentive (\$)

Customer Signature

Date

MANAGEMENT APPROVAL

Utility Signature

Date

NE&C HVAC INCENTIVE WORKSHEET

Unit Type	Building Type: Hospital Office Retail Store School Other	Manufacture / Model Number	Unit Size (tons) (A)	Unit Efficiency (B)	Incentive (\$/ton) (see table) (C)	Qty (D)	Total Incentive(\$) E= (AxCxD)
U	Office	ACME, HV1011	10	11.6 EER	\$50	2	10 x \$50 x 2 = \$1,000

Unit Type: U=unitary H=heat pump S=split

TOTAL

MINIMUM EFFICIENCY LEVELS & INCENTIVES

Tons	BTUH	Tier 1		Tier 2	
		Minimum Efficiency for Incentive	Tier 1 Incentive \$/ton	Minimum Efficiency for Incentive	Tier 2 Incentive \$/ton
Unitary AC and Split Systems (new condenser and new coil)					
< 5.4	< 65,000 Split System Packaged System	14.0 SEER or 12.0 EER 14.0 SEER or 11.6 EER	\$70	15.0 SEER or 12.5 EER 15.0 SEER or 12.0 EER	\$125
≥ 5.4 to < 11.25	≥ 65,000 to < 135,000	11.5 EER and 12.8 IEER	\$50	12.0 EER and 13.8 IEER	\$80
≥ 11.25 to < 20	≥ 135,000 to < 240,000	11.5 EER and 12.3 IEER	\$50	12.0 EER and 13.0 IEER	\$80
≥ 20 to < 63	≥ 240,000 to < 760,000	10.3 EER and 11.1 IEER	\$30	10.6 EER and 12.1 IEER	\$50
≥ 63	≥ 760,000	10.2 EER and 11.4 IEER	\$50	N/A	N/A
Air to Air Heat Pump Systems					
< 5.4	< 65,000 Ductless Split System	≥20.0 SEER and 9.6 HSPF	\$200	≥25.0 SEER and 12.0 HSPF	\$300
< 5.4	< 65,000 Split System Packaged System	14.0 SEER and 8.5 HSPF 14.0 SEER and 8.0 HSPF	\$70	15.0 SEER and 9.0 HSPF 15.0 SEER and 8.5 HSPF	\$125
≥ 5.4 to < 11.25	≥ 65,000 to < 135,000	11.1 EER and 3.4 COP	\$50	12.0 EER and 3.4 COP	\$80
≥ 11.25 to < 20	≥ 135,000 to < 240,000	11.5 EER and 3.2 COP	\$50	12.0 EER and 3.2 COP	\$80
≥ 20	≥ 240,000	10.5 EER and 3.2 COP	\$30	10.8 EER and 3.2 COP	\$50
Water Source Heat Pumps					
≤ 11.25	≤ 135,000	14.0 EER and 4.6 COP	\$80	N/A	N/A
Ground Water – Water Source Heat Pump Equipment (Open Loop)					
≤ 11.25	≤ 135,000	18.0 EER and 4.0 COP	\$150	N/A	N/A
Ground Water – Water Source Heat Pump Equipment (Closed Loop)					
≤ 11.25	≤ 135,000	15.0 EER and 3.2 COP	\$150	N/A	N/A
Energy Saving Control Options (when installed with new & qualifying Tier 1 or 2 equipment)					
Dual Enthalpy Economizer	Outside air economizer utilizing two enthalpy sensors (1 for outdoor & 1 for return air)				\$250 per
Demand Control Ventilation	Outside air intake controlled based on CO2 sensor in space or return air				\$200 per

Abbreviations:

EER – Energy Efficiency Ratio

HSPF – Heating Seasonal Performance Factor

SEER – Seasonal Energy Rating

COP – Coefficient of Performance

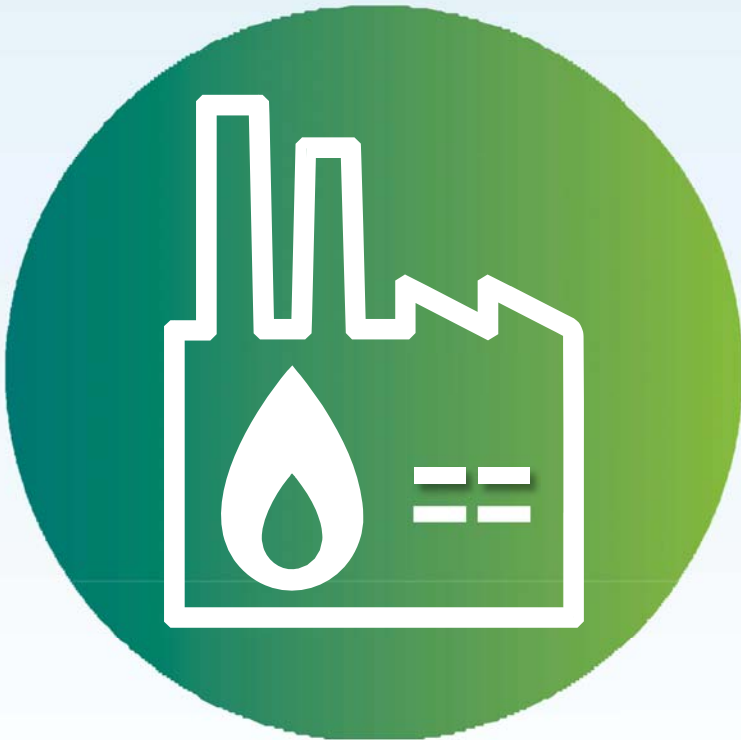
IEER- Integrated Energy Efficiency Ratio

FL – Full Load

2020

COMMERCIAL & INDUSTRIAL NATURAL GAS EQUIPMENT REBATES

ACT
WHILE
SUPPLIES
LAST!



Reduce the cost difference
between standard-efficiency
and high-efficiency equipment.

- High-Efficiency Heating Equipment
- Aftermarket Boiler Reset Controls
- Programmable Thermostats
- Steam Traps

Learn more at NHSaves.com

libertyutilities.com | unitil.com

NHsaves
Your Source for Energy Efficiency **ma**

NEW HAMPSHIRE HIGH-EFFICIENCY EQUIPMENT REBATES FOR CUSTOMERS OF LIBERTY UTILITIES AND UNITIL

Powered by:  Liberty Utilities  **UNITIL**

Rebates are served to customers with a valid account number on a first-come, first-served basis. Rebates are subject to change at any time without notice.

SAVE ENERGY WITH HIGH-EFFICIENCY

2020 NEW HAMPSHIRE NATURAL GAS COMMERCIAL REBATES

APPLICATION INSTRUCTIONS

- Purchase and install the qualifying equipment.
Must be installed between 1/1/2020 and 12/31/2020.
- Return the completed application along with the following items:
 - Completed and signed application
 - Manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment purchased
 - Copy of a dated work order / paid-in-full invoice / receipt that identifies:
 - Equipment or Measure Installed
 - Contractor
 - Manufacturer
 - Contractor Address
 - Model & Serial Number
 - Equipment & Installation Costs

All are required to process application.
- Apply online at <https://frontdoor.portal.poweredbyefi.org/initiative/nhrebates/program/kspnc> or complete this application and scan/email the signed and completed application to rebates@efi.org, or mail the signed and completed application to:

NHSaves Rebates
P.O. Box 2528
Manchester, CT 06045

Program Details: This rebate program applies to equipment purchased and installed between January 1, 2020 and December 31, 2020. Applications must be postmarked, emailed or submitted online by January 31, 2021. Please allow 6-8 weeks' processing time.

Reminder: Retain a copy of the completed rebate form for your records.

2020 NEW HAMPSHIRE HIGH-EFFICIENCY NATURAL GAS EQUIPMENT REBATES

HEATING EQUIPMENT

CONDENSING BOILERS	RATING	REBATE
1701 to 2000 MBH	90% Thermal Efficiency or greater	\$10,000
1000 to 1700 MBH	90% Thermal Efficiency or greater	\$7,500
500 to 999 MBH	90% Thermal Efficiency or greater	\$4,000
301 to 499 MBH	90% Thermal Efficiency or greater	\$2,000
Up to 300 MBH	95% AFUE* or greater	\$1,500
Up to 300 MBH	90% AFUE* or greater	\$1,000

INFRARED HEATERS	RATING	REBATE
All Sizes	Low Intensity	\$750

BOILER/WATER HEATER	RATING	REBATE
Integrated Condensing with On-Demand Hot Water	95% AFUE* or greater	\$1,500
	90% AFUE* or greater	\$1,000

Must be considered one unit by manufacturer

FURNACE	RATING	REBATE
Upto 150 MBH	97% AFUE* or greater & ECM motor	\$450
Upto 150 MBH	95% AFUE* or greater & ECM motor	\$300

CONDENSING UNIT HEATER	RATING	REBATE
Up to 300 MBH	90% Thermal Efficiency or greater	\$750

CONTROLS AND STEAM TRAPS

	REBATE
AFTERMARKET BOILER RESET CONTROLS	\$225
STEAM TRAPS	\$50

	REBATE
PROGRAMMABLE THERMOSTAT (NEW ONLY)	up to \$25

*AFUE = Annual Fuel Utilization Efficiency, MBH levels are based on the unit's input. Equipment must meet program guidelines. Rebates are given on a per-unit basis not to exceed purchase price.

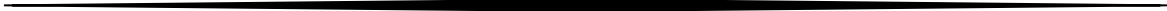
A list of qualifying heating equipment is available at ahridirectory.org | (866) 716-9334

NHsavesr.1

Your Source for Energy Efficiency

Powered by:

Liberty Utilities



2020 NEW HAMPSHIRE NATURAL GAS COMMERCIAL APPLICATION

ACCOUNT HOLDER INFORMATION (Account Number must match Installation Address)

Form must be completed in its entirety.



Liberty Utilities (NH Only) # _____

Unitil (NH Only) # _____

Account Holder/Company Name: _____

Installed Street Address: _____

City: _____ State: **NH** Zip: _____

Contact Person: _____

Email: _____ Telephone: _____

Building Type (Select One)

- | | | | | |
|---|--|---|--|--|
| <input type="checkbox"/> EI Assembly | <input type="checkbox"/> Fast Food | <input type="checkbox"/> EI Hotel | <input type="checkbox"/> Multistory Retail | <input type="checkbox"/> Small Office |
| <input type="checkbox"/> D Automobile | <input type="checkbox"/> Full-Service Restaurant | <input type="checkbox"/> Large Refrigerated Space | <input type="checkbox"/> Multifamily High-Rise | <input type="checkbox"/> Small Retail |
| <input type="checkbox"/> A Big Box | <input type="checkbox"/> EI Grocery | <input type="checkbox"/> Large Office | <input type="checkbox"/> Multifamily Low-Rise | <input type="checkbox"/> EI University |
| <input checked="" type="checkbox"/> B Community College | <input type="checkbox"/> Heavy Industrial | <input type="checkbox"/> Light Industrial | <input type="checkbox"/> EI Religious | <input type="checkbox"/> EI Warehouse |
| <input type="checkbox"/> A Dormitory | <input type="checkbox"/> Hospital | <input type="checkbox"/> Motel | <input type="checkbox"/> K-12 Schools | <input type="checkbox"/> Other _____ |

ELECTRIC UTILITY INFORMATION (Required for ECM Furnace Rebate Only)

Liberty Utilities (NH Only) # _____

NH Electric Cooperative # _____

Eversou # _____

Unitil Electric (NH) # _____

Municipal Electric Company

PAYEE INFORMATION

Choose One: Account Holder Lender Vendor/Installer Landlord

Payee/Company Name: _____ Telephone: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Email: _____

CONTRACTOR INFORMATION

Contractor Information is also required to be on the installation invoice.


Contractor Name: _____ Telephone: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Email: _____

ACCEPTANCE OF TERMS

I hereby request a Rebate for the equipment listed. Attached are copies of all receipts or invoices. I have read and agree to the Terms and Conditions on the reverse of this form. I certify that a licensed contractor has installed the listed equipment (when applicable) in accordance with Program Guidelines and Terms and Conditions. I certify that I have seen the Energy-Efficient Measures that have been installed and I am satisfied with their installation.

DATE _____ PRINT NAME _____ AUTHORIZED SIGNATURE  _____

The Customer must send a complete, signed Rebate form along with copy of dated receipts and any other required information or documentation to the Program Administrator by 1/31/2021.

2020 NEW HAMPSHIRE NATURAL GAS COMMERCIAL APPLICATION



The same information must also be included on your invoice.

MEASURE INFORMATION - HEATING EQUIPMENT								
TYPE OF EQUIPMENT	DATE INSTALLED	MANUFACTURER	MODEL NUMBER	RATING (thermal efficiency, AFUE or energy factor)	MBH INPUT SIZE	INSTALLED COST	*QTY INSTALLED	*REBATE AMOUNT
Condensing Boiler 1701 to 2000 MBH 90% Thermal Efficiency or greater \$10,000								\$0
Condensing Boiler 1000 to 1700 MBH 90% Thermal Efficiency or greater \$7,500								\$0
Condensing Boiler 500 to 999 MBH 90% Thermal Efficiency or greater \$4,000								\$0
Condensing Boiler 301 to 499 MBH 90% Thermal Efficiency or greater \$2,000								\$0
Condensing Boiler up to 300 MBH 95% AFUE* or greater \$1,500								\$0
Condensing Boiler up to 300 MBH 90% AFUE* or greater \$1,000								\$0
ECM Furnace up to 150 MBH 97% AFUE* or greater & ECM Motor \$450								\$0
ECM Furnace up to 150 MBH 95% AFUE* or greater & ECM Motor \$300								\$0
Condensing Unit Heater \$750								\$0
Infrared Heater \$750								\$0
Integrated Condensing Boiler/Water Heater with On-Demand Hot Water Minimum AFUE* Rating of 95% \$1,500								\$0
Integrated Condensing Boiler/Water Heater with On-Demand Hot Water Minimum AFUE* Rating of 90% \$1,000								\$0

*Projects that are expected to exceed ten pieces of qualifying equipment and/or \$25,000 in rebates will require pre-approval from your gas company.

MEASURE INFORMATION - OTHER EQUIPMENT							
TYPE OF EQUIPMENT	DATE INSTALLED	MANUFACTURER	MODEL NUMBER	SIZE OF UNIT CONTROLLED (BTU)	INSTALLED COST	*QTY INSTALLED	*REBATE AMOUNT
Aftermarket Boiler Reset Controls \$225							\$0
Steam Traps \$50							\$0

*Projects that are expected to exceed 50 steam traps will require pre-approval from your gas company.

MEASURE INFORMATION - THERMOSTAT REBATES							
TYPE OF EQUIPMENT	DATE INSTALLED	MANUFACTURER	MODEL NUMBER	DOES THE THERMOSTAT CONTROL AIR CONDITIONING?	PURCHASE/INSTALLED COST	*QTY INSTALLED	*REBATE AMOUNT

Programmable Thermostat Up to \$25				<input type="checkbox"/> Yes <input type="checkbox"/> No			\$0
------------------------------------	--	--	--	--	--	--	-----

ANTICIPATED TOTAL REBATE \$ \$0

TERMS AND CONDITIONS

1. DEFINITIONS

- (a) "Program Administrator" means Liberty Utilities or Unifil, as applicable.
- (b) "Customers" are commercial natural gas customers in New Hampshire on a qualifying rate code.
- (c) "Rebate" means those payment(s) made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- (d) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- (e) "EEMs" are those energy efficiency measures described in the Program Materials or other custom measures that may be approved, in writing, by the Program Administrator.
- (f) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs, and other Program requirements.

2. CUSTOMER ELIGIBILITY*

- (a) You must be an eligible natural gas customer with a valid account number of a Program Administrator to participate and qualify for a Rebate.
- (b) Equipment purchases and installations made between **January 1, 2020** and **December 31, 2020** are eligible for Rebates. Rebates are available on a first-come, first-served basis and are subject to change at any time without notice.
- (c) Equipment must be installed by a licensed heating or plumbing contractor at the Customer's address listed on the Rebate form.
- (d) The Customer must send a complete, signed Rebate form along with original dated receipts and any other required information or documentation to the Program Administrator by 1/31/2021.

3. INSTALLATION VERIFICATION

The Program Administrator is not obligated to pay any Rebate until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. The Program Administrator or its representatives reserve the right to perform pre- and post-installation monitoring and inspection of the installed equipment for a three-year period following the completion of the installation in order to determine the energy savings. If the Program Administrator determines that any EEMs were not installed in accordance with program requirements, the Program Administrator shall have the right to require modifications before having the obligation to make any Rebate payments. To the extent applicable, the Program Administrator may, at its sole discretion, withhold payment of any Rebate until the Program Administrator verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions and the Program Materials. The Customer shall provide access and information to the Program Administrator and reasonably cooperate in good faith with the Program Administrator regarding such activity. The Customer understands that the scope of the review by the Program Administrator does not include any kind of safety, code, or other compliance review or inspection. Maximum rebate amount cannot exceed purchase price.

4. NO WARRANTIES OR REPRESENTATIONS

- (a) TO THE FULLEST EXTENT ALLOWED BY LAW, THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER, OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION, OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM ("THIRD-PARTY WARRANTIES"), ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD-PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.
- (b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering, or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) Customer acknowledges and agrees that it is solely responsible (directly based on its own judgment or indirectly based on the advice of its independent expert, not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size, and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed and meets Program requirements and applicable laws, regulations, and codes.
- (d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (e) The provisions of this Section 4 shall survive the termination, cancellation, or completion of the Customer's participation in the Program.

5. CHANGES TO HIGH-EFFICIENCY EQUIPMENT REBATE PROGRAM

The Customer understands that the Program is subject to change by the Program Administrator, at its sole discretion, without prior notice to the Customer. The Customer further understands that Rebate offers may increase or decrease at any time.

6. TAX LIABILITY

Participants in the Program may be subject to tax liability for the value of goods and services received through the Program pursuant to state or federal income

tax codes. The Program Administrator and the rebate administrator are not responsible for any tax liability that may be imposed as a result of receipt of the Rebates provided by the Program Administrator to the Customer.

7. INDEMNIFICATION

The Customer shall indemnify, defend, and hold harmless Program Administrator, its affiliates, and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), arising directly or indirectly out of or in connection with the installation or related services and material or caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any contractor, subcontractor, agent, third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The provisions of this Section 7 shall survive the termination, cancellation, or completion of the Customer's participation in the Program.

8. LIMITATION OF LIABILITY

To the fullest extent allowed by law, the Program Administrator's liability shall be limited to paying approved Rebates in accordance with these Terms and Conditions and the Program Materials. The Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall have absolutely no liability to the Customer or any other party for any other obligation. In no event, whether as a result of breach of contract, tort (including negligence and strict liability), or any other theory of recovery shall the Program Administrator be liable in connection with this Agreement or the Program for any or all special, indirect, incidental, penal, punitive, or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) the Program Administrator was advised or aware that such damages might be incurred. The provisions of this Section 8 shall survive the termination, cancellation, or completion of the Customer's participation in the Program.

9. RELEASE

To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of a Rebate(s)), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program and associated work or items, or these Terms and Conditions. The provisions of this Section 9 shall survive the termination, cancellation, or completion of the Customer's participation in the Program.

10. REBATE AMOUNTS

The Program Administrator shall provide Rebate(s) for approved equipment up to the Rebate amount indicated in the Customer's application. Projects greater than ten (10) of the same units and/or \$25,000 in Rebates require pre-approval from the Program Administrator for rebate funds to be reserved. Please include any sponsor pre-approval with claim submission. The Company will not provide incentives that are more than the cost of equipment and installation, and will limit the incentive amounts per project at the discretion of the Program Administrator.

11. MONITORING AND INSPECTION

The Program Administrator or its representatives reserve the right to perform pre- and post-installation monitoring and inspection of the installed equipment for a three-year period following the completion of the installation in order to determine the energy savings. The Customer shall provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. The scope of the review by the Program Administrator does not include any kind of safety, code, or other compliance review or inspection. The provisions of this Section 11 shall survive the termination, cancellation, or completion of the Customer's participation in the Program.

12. MISCELLANEOUS

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New Hampshire.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
- (f) The provisions of Sections 4, 6, 7, 8, 9, and 11, and any other provision that specifies by its terms that it survives termination, shall survive the termination or expiration of the Customer's participation in the Program.
- (g) Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related to the Program may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

13. REBATE PAYMENT

- (a) Pending approval, we will process and mail the rebate within **6-8 weeks** of receipt of the properly completed and signed application.
- (b) Participants who receive equipment incentives through another energy efficiency program offered by the participating utilities are not eligible to receive incentives directly through this Program for the same equipment.

14. PAYMENTS ASSIGNABLE TO A THIRD PARTY

- (a) The Customer may request that the incentive be paid directly to a third party by so indicating in the Program Application. Notification of third-party payment will be sent to the Customer ("Account Holder") upon submission of the Program Application for the purpose of customer confirmation.

(b) If no payment choice is made, the Company will send the incentive payment directly to the Customer ("Account Holder") at the address indicated in the Program Application.

EXHIBIT C: OWNER SAMPLE CONTRACT

Find attached EXHIBIT C: Sample Contract

EXHIBIT D: DETAILED SCOPE OF SERVICES

Find attached EXHIBIT D: Detailed Scope of Services