



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR. COMMISSIONER

JEFF BRILLHART, P.E. ASSISTANT COMMISSIONER

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, NH 03301

Bureau of Rail & Transit May 2, 2013

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with Community Action Programs Belknap-Merrimack Counties, Inc. (Vendor # 177203), Concord, NH, for an amount not to exceed \$1,384,588 for public transportation services in the Concord and Laconia areas, for the period July 1, 2013 through June 30, 2015, effective upon approval by Governor and Council. 100% Federal Funds.

Funding for this agreement is available in the FY 2014 and 2015 budget, contingent upon the availability and continued appropriation of funds, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Table with 3 columns: Description, FY 2014, FY 2015. Row 1: 04-96-96-964010-2916 Public Transportation. Row 2: 072-500575 Grants to Non-Profits-Federal \$724,046 \$660,542

EXPLANATION

The Department has approved a request for Federal Transit Administration (FTA) funding from Community Action Programs Belknap-Merrimack Counties, Inc. to assist in the provision of public transit service in the Concord and Laconia areas. Community Action Programs Belknap-Merrimack Counties, Inc. is a private, non-profit organization providing public transportation services for the general public and elderly individuals and individuals with disabilities in Concord as Concord Area Transit (CAT) and in the Laconia area as Winnepesaukee Transit System (WTS).

Concord Area Transit operates three fixed routes, the Penacook, Heights and Crosstown routes, with complementary paratransit. Winnepesaukee Transit System is a demand-responsive, route-deviation public transit service in the Cities of Laconia and Franklin and Towns of Belmont, Tilton and Gilford.

The bus schedules for Community Action Programs Belknap-Merrimack Counties, Inc. are attached to this Agreement.

The Department's proposed FY 2014 and 2015 operating budget includes funds from the Federal Transit Administration (FTA) Section 5311 non-urban area formula program for public transportation in non-urbanized areas. Community Action Programs Belknap-Merrimack Counties, Inc. has provided public transit utilizing these funds since 1993. The Department has allocated funding for the coming biennium based on prior funding levels,

applications received, and available FTA funds. For the SFY 2014-2015 biennium the FTA Section 5311 allocation for Community Action Programs Belknap-Merrimack Counties, Inc. is \$1,234,936.

In addition to funds for transit operation, FTA Section 5317 New Freedom Program funds in the amount of \$85,827 are allocated to Community Action Programs Belknap-Merrimack Counties, Inc. for the SFY 2014-2015 biennium for travel training services to educate individuals with disabilities and the general public and assist them in using public transit or complementary paratransit services.

FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities formula program funds in the amount of \$63,825 are included for FY 2014 and 2015 will fund a volunteer driver coordinator position to provide additional transportation access in the Mid-State Regional Coordinating Council area (Belknap County, Merrimack County (excluding Hooksett) and the towns of Deering and Hillsborough). The FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities formula program funds were allocated by region, according to a formula based on regional populations of residents over 65 and those between the ages of 5-64 with disabilities. Each individual Regional Coordinating Council was responsible for conducting its own project solicitation, evaluation, and prioritization and then submitting one regional application for eligible Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities formula fund projects through an approved Lead Agency. The Mid-State Regional Coordinating Council designated Community Action Programs Belknap-Merrimack Counties, Inc. as the Lead Agency to apply for the funds. As required by FTA, the travel training and mobility management projects are identified in a locally developed coordinated public transit – human services transportation plan.

Of the total funds in this agreement, \$1,236,848 will support Concord Area Transit and \$147,740 will support Winnepesaukee Transit.

Community Action Programs Belknap-Merrimack Counties, Inc. will provide the required matching funds, 20% for administration and/or capital and 50% for operations.

The Department released a public notice on February 8, 2013 announcing the availability of funding from the FTA Section 5311 (Formula Grants for other than urbanized areas), Section 5316 (Jobs Access and Reverse Commute), and Section 5317 (New Freedom) with application submissions due March 29, 2013.

The Department received applications for eight (8) rural public transit systems as follows:

Acronym	Transit System	Applicant
AT	Advance Transit	Advance Transit
CAT	Concord Area Transit	Community Action Programs Belknap-Merrimack Counties
WTS	Winnepesaukee Transit System	Community Action Programs Belknap-Merrimack Counties
CAHS	Community Alliance Transportation Services	Community Alliance for Human Services
VNA	City Express	VNA @ Home Healthcare, Hospice & Community Services
NCT	North Country Transit	Tri-County Community Action Program
CCT	Carroll County Transit	Tri-County Community Action Program
CRT	Connecticut River Transit	Connecticut River Transit

An evaluation committee that consisted of Shelley Winters (NHDOT Rail & Transit Administrator), Frederick Butler (NHDOT Rail & Transit Transportation Specialist), and Christopher Morgan (retired NHDOT Rail & Transit Administrator) reviewed, evaluated and scored applications based on criteria as indicated in the

application materials and the Department's State Management Plans for FTA programs. Every application met the Department's criteria for inclusion in its SFY 2014 public transit funding plan and will be awarded separate amounts for the aforementioned transit systems.

Evaluation Criteria		Weight
1	The proposed service effectively addresses a demonstrated community need.	10%
2	The applicant has the fiscal and technical capacity and adequate budget to operate its service.	15%
3	The applicant has successful experience in providing transportation services.	15%
4	The application shows coordination with other transportation providers in the service area: public, nonprofit, and for-profit.	10%
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government.	10%
6	The applicant demonstrates effort to involve the private sector in the delivery of transportation services.	5%
7	Elderly and disabled citizens have full access to the applicant's services.	10%
8	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.	15%
9	The applicant complies with relevant Federal and state regulations, and has a history of compliance with regulations and reporting requirements.	10%
		100%

Rating Scale (0-10 scale)	
Explanation	Point Value
None. Not addressed or response of no value	0
Fair. Limited applicability	1 - 3
Good. Some applicability	4 - 6
Very Good. Substantial applicability	7 - 8
Excellent. Total applicability	9 - 10

Transit System	Average Score
Advance Transit	9.30
Concord Area Transit	8.57
Winnepesaukee Transit System	7.40
Community Alliance Transportation Services	8.38
City Express	8.45
North Country Transit	7.27
Carroll County Transit	6.62
Connecticut River Transit	8.37

In the event that Federal funds become unavailable, general funds will not be requested to support this program.

The Agreement has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available pending enactment of the Fiscal Year 2014 and 2015 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.  
Commissioner

Attachments

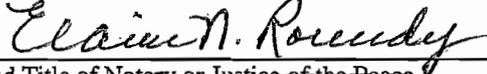
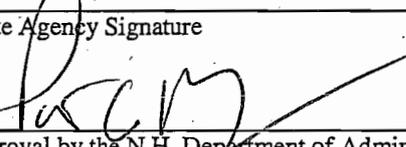
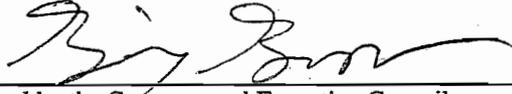
Subject: Community Action Program Belknap-Merrimack Counties SFY 2014-2015 FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Drive, Concord NH 03302	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address PO Box 1016, 2 Industrial Park Drive, Concord NH 03302	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 04-96-96-964010-2916-072-5	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,384,588.00
1.9 Contracting Officer for State Agency Patrick C. Herlihy, Director of Aeronautics, Rail & Transit		1.10 State Agency Telephone Number 603-271-2449	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/30/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace ELAINE N. ROUNDY, Notary Public My Commission Expires August 24, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Patrick C. Herlihy, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/7/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials             
Date 4/30/13

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials                       
Date 4/20/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EXHIBITS TO CONTRACT

EXHIBIT A SCOPE OF SERVICES

EXHIBIT B BUDGET

EXHIBIT C SPECIAL PROVISIONS

EXHIBIT D VEHICLE INVENTORY

CERTIFICATE OF GOOD STANDING

CERTIFICATE OF CORPORATE VOTE

CERTIFICATE OF INSURANCE

REQUIRED FEDERAL CLAUSES

U.S. DEPARTMENT OF LABOR 13(C) WARRANTY

FINANCIAL AUDIT or PROFIT & LOSS STATEMENT

LIST OF THE BOARD OF DIRECTORS

LIST OF KEY PERSONNEL AND SALARIES

RESUMES OF THOSE INVOLVED WITH PROJECT

REQUIRED QUARTERLY REPORT FORM

REQUIRED CHARTER REPORT FORM

REQUIRED NTD REPORT FORM

BUS SCHEDULE



## EXHIBIT A

### SCOPE OF SERVICES

July 1, 2013 - June 30, 2015

The Contractor, Community Action Program Belknap and Merrimack Counties, Inc. shall provide the following public transit service(s):

A.1.A Concord Area Transit – Three fixed route public transit routes in the City of Concord in Merrimack County. Routes shall include Heights, Penacook and Crosstown as detailed in the “Project Description” of the Contractor’s application to the Department for Section 5311 and 5317 funding, including map of service areas and fare structure.

A.1.B Winnepesaukee Transit System - Fixed route, demand-responsive, and/or route deviation public transit services in the Cities of Laconia and Franklin and Towns of Belmont, Tilton and Gilford in Belknap and Merrimack County, as detailed in the “Project Description” of the Contractor’s application to the Department for Section 5311 and 5317 funding, including map of service areas and fare structure.

A.2 The Contractor shall not change, add, or delete any route or make any fare, service or operating schedule adjustments without the prior written agreement of the State, except in an emergency situation. In such an emergency, the Contractor shall notify the State no later than the next working day following the day of such changes. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

A.3 The Contractor shall utilize ADA-compliant vehicles outlined in Exhibit D, Project Equipment purchased by the State and identified by Vehicle Identification Numbers to be appended to this agreement.

A.4 Travel Training services, as detailed in the “Project Description” of the Contractor’s application to the Department for Section 5317 funding, to help people gain the skills necessary to independently, comfortably and safely access public transportation services offered by the Contractor. Outreach activities will be directed toward the general public with an emphasis on persons with disabilities, elderly individuals, and individuals with limited English proficiency and will be conducted in small group and one-on-one settings.

A.5 The Contractor will act as the lead agency for the Region 3, Mid-State Regional Coordinating Council, for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities formula funds. Activities to include support of a Regional Transportation Coordinator position to serve as a key resource and point-of-contact for the Mid-State RCC transportation providers to enhance coordination and service delivery in the region. The Regional Transportation Coordinator will be a central resource for the region’s expanded volunteer driver program and will conduct outreach to engage stakeholders, educate the public, and facilitate consumer-based focus groups to perform a gap analysis.

## EXHIBIT B

### BUDGET

B.1 The Contract price, as defined in Section 1.8 of the General Provisions, is the Section 5310, 5311 and 5317 portion of the eligible project costs. Federal funds are granted as follows:

	CONCORD FY 2014	LACONIA FY 2014	CONCORD FY 2015	LACONIA FY 2015
<b>Section 5311 Public Transit</b>				
Administration	\$231,334	\$33,002	\$231,334	\$33,002
Capital (PM)	\$ 67,452	\$ 5,330	\$ 67,452	\$ 5,330
Capital (ADA)	\$120,294		\$120,294	
Operating	\$129,746	\$30,310	\$129,746	\$30,310
<b>Section 5317</b>				
Public Transit Mobility Management	\$ 20,914	\$ 5,228	\$ 20,914	\$ 5,228
Travel Training	\$ 16,611		\$ 16,932	
<b>5310 Formula Funds for Region 3</b>				
Mobility Management	\$ 63,825			
<b>Total Federal Funds</b>	<b>\$650,176</b>	<b>\$73,870</b>	<b>\$586,672</b>	<b>\$73,870</b>

Funds are contingent upon Federal and State appropriations.

B.2 Fourteen days prior to the submission of the Contractor's first request for Federal Section 5311 reimbursement, the Contractor shall submit to the State, a budget incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the State, and are limited to the six-month interval and year-end of the contract. Revisions that meet or exceed a 10% and \$2,500 change will require a detailed explanation. Budget revisions may only request the transfer of funds within a category or between categories with the same matching ratio.

B.3 The Contractor may seek reimbursement for eligible expenses listed in "Budget Categories and Line Items," listed in Guidelines for Establishment of Accounting and Bookkeeping Procedures for Recipients of Section 5311 (Rural and Small-Urban Program) Funds, with the exception of funds specifically reserved, if any, and identified in "Specifically Programmed Funds," at the end of this Exhibit.

B.4 At the sole discretion of the State, the Contractor may carry forward any unexpended portion of the federal funds included in the Contract Price to a subsequent contract, if any, between the State and the Contractor.

## EXHIBIT C

### SPECIAL PROVISIONS

The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$5,000,000 per occurrence Umbrella Liability for Community Action Program Belknap-Merrimack Counties, Inc. in fulfillment of the requirements of Section 14.1.1 General Liability Insurance of the P-37 form.

**C.1.** Amend P-37 Section 2. "EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED" by adding the following:

- 2.1 The Contractor may change services only with the prior written agreement of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.

**C.2.** Amend P-37 Section 5. "CONTRACT PRICE/PRICE LIMITATION/PAYMENT" by adding the following:

- 5.5 The Contract Price Limitation represents the maximum to be paid by the State to the Contractor under this contract. It shall not exceed 50% of allowable operating costs less fare revenues plus 80% of allowable administrative and capital costs. Operating, administrative and capital costs are identified in Exhibit B. The Contractor shall provide and document the availability of local funds sufficient to meet the project cost in excess of the Contract Price Limitation.
- 5.6 In the event that revenues exceed the total allowable costs, said revenues in excess of total allowable costs shall be placed in an interest bearing account within 30 days of the Completion Date and made available to the State upon demand.
- 5.7 The Contractor shall submit a request for payment to the State on a form specified by the State on a monthly or quarterly basis, together with all information to support the request. Such requests for payment shall be properly completed and signed. Requests for payments must be for allowable costs only as defined in 2 CFR Part 225 (formerly OMB Circular A-87). No requests for advance payment will be accepted by the State.
- 5.8 Upon receipt of the request for payment, the State shall review the request to determine the allowability of costs. In connection with this review, the State may demand production of (and the Contractor shall produce) and inspect any documents and records described in Section 5.
- 5.9 Within 30 days of receipt of the request for payment and other documents and records required by the State, the State shall determine the allowability of costs and the amount due and owing to the Contractor and shall pay said amount, subject to other provisions of this Agreement. Contract reimbursements shall not exceed 50% of the total contract amount in any given quarter.
- 5.10 Final Payment. Satisfactory acceptance by the State and FTA of all reports required by this Agreement is a condition precedent to final payment. (i.e., payment for the last month or

portion thereof of this Agreement). All reports will be prepared to the satisfaction of the State and Federal Transit Administration (FTA). The final payment may be retained and withheld pending receipt and satisfactory acceptance of all reports required by this Agreement and resolution of all pending matters.

**C.3. Amend P-37 Section 6. "COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY" by adding the following:**

- 6.4 The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 6.5 The Contractor shall state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, color, age, creed, sex or national origin.
- 6.6 The provisions of the Office of Management and Budget Circular A-102, 49 CFR Part 18, shall apply to local administration of this agreement and any subcontracts under this agreement.

**C.4. Amend P-37 Section 9. "DATA/ACCESS/CONFIDENTIALITY/PRESERVATION" by adding the following:**

- 9.4 The following restrictions apply to all subject data first produced in the performance of this agreement:
  - a) Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the State, until such time as the FTA may have either released or approved the release of such data to the public.
  - b) As authorized by 49 CFR Part 18.34, the FTA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a grant, cooperative agreement, sub-grant, or third party contract, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, sub-recipient, or third party contractor purchases ownership with Federal assistance.
- 9.5 It is FTA's intent to increase the body of mass transportation knowledge. Therefore, the Contractor understands and agrees that in addition to the rights set forth in 9.4 (b) above, FTA may make available to any recipient, subgrantee, contractor or subcontractor its license in the copyright to the data derived under this Agreement or a copy of the data first produced under this Agreement.
- 9.6 The Contractor shall indemnify, save and hold harmless the State and United States, their officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation of the proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.
- 9.7 Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any license or other right otherwise granted to the United States under any patent.

- 9.8 Sections 9.4, 9.5, and 9.6 above are not applicable to material furnished to the Contractor by the State or United States and incorporated in the work furnished under the agreement; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.
- 9.9 In the event that the project is not completed for any reason, all data developed under that project shall become subject Data as defined in Section 9.1 and shall be delivered as the State or FTA may direct.

**C.5. Amend P-37 Section 10. "TERMINATION" by adding the following:**

- 10.1 The termination report must be accepted by the State and the Federal Transit Administration (FTA) prior to final payment.
- 10.2 Termination; Liability. In the event of termination under Section 4 or 10.4 of this Agreement, the acceptance of a Termination Report by the State shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by the State as a result of the Contractor's breach of its obligations hereunder, including refund of any federal funds required by FTA.
- 10.3 Completion of Services; Payment of Price. Excepting those obligations of the Contractor which, by the terms of this Agreement, do not expire on the Completion Date, upon the completion of the Services and upon payment of the Contract Price, this Agreement, and all obligations of the parties hereunder, shall cease and shall be without recourse to the parties hereto.
- 10.4 Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Contractor hereunder, the Contractor may terminate this Agreement without cause upon thirty (30) days written notice.

**C.6. Amend P-37 Section 12. "ASSIGNMENTS/DELEGATION/SUBCONTRACTS" by adding the following:**

- 12.1 The Contractor shall cause the provisions of this contract to be inserted in all subcontracts for any work covered by this Agreement so that the provisions will be binding on each subcontractor; provided, however, that the foregoing provisions shall not apply to subcontractors for standard commercial supplies or raw materials. The Contractor shall take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Contractor shall ensure that any subcontractor has obtained all licenses, permits or approvals required for the performance of contract services.

**C.7. Amend P-37 by adding "DEFINITIONS" as Section 25:**

**25. DEFINITIONS**

**ALLOWABLE COSTS:** Costs that are incurred in the performance of the Services described in Exhibit A and which satisfy the requirements of 41 CFR Part 1-15, Subpart 1-15.7.

**FTA:** U.S. Department of Transportation, Federal Transit Administration

**PROJECT APPLICATION:** The narrative, charts, figures and/or maps submitted to the State detailing the scope of the public transportation program of the Contract as modified and approved by the State.

**REVENUE:** Fares from individuals or other direct income for the public transportation services being provided by the Contractor. Revenues also include funds from contracts, purchase of service agreement, and excess matching funds that directly benefit the transportation service.

**SECTION 5311:** Section 5311 of the Federal Transit Act of 1964, as amended.

**STATE:** The State of New Hampshire, acting through its Bureau of Rail & Transit, Department of Transportation.

C.8. Amend P-37 by adding "ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS" as Section 26:

1. **Ledgers.** Contractor and/or subcontractor shall establish and maintain ledger sheets for each budget category. Entries shall be made and shall reflect the financial activities of the Contractor. The ledger sheet must be in a form approved by the State. The ledger will indicate the funds remaining in each line item of the Contract Budget at the beginning of each month. Entries shall be made on a running basis and carried over to the following month; that is, figures will be brought forward cumulatively. Contractor shall also prepare and submit to the State a profit and loss statement quarterly if such information is not provided with invoices.
2. **Accounts Receivable.** Contractor and/or subcontractor shall deposit all revenue in an interest-bearing account with a banking institution in this State. Contractor shall prepare and maintain receipt vouchers for all revenue. Immediately upon receipt, Contractor and/or subcontractor shall credit all revenue to the appropriate receipt account. Contractor and/or subcontractor shall establish and maintain an Accounts Receivable Ledger on a form approved by the State. The receipt number appearing in the Ledger shall correspond to the receipt voucher number. A receipt voucher must be completed on a form approved by the State and shall identify each component of every deposit. All appropriate supporting documents for each deposit should be attached to the receipt voucher.
3. **Payables.** Contractor and/or subcontractor shall prepare vouchers to document all expenditures of funds. The voucher shall include the following information and shall be prepared on a form approved by the State: The Division and account numbers from which the funds will be drawn, the date of expenditure, a voucher number running in sequence, and any appropriate comments supporting the expenditure of funds (e.g., invoices and payroll vouchers). All invoices received by the Contractor shall be checked for accuracy and allowability. Each invoice must be approved for payment by the Contract Manager. Immediately upon payment, Contractor and/or subcontractor shall make entries to the appropriate ledger sheets documenting payment. (Each subcontractor shall identify a Contract Manager).
4. **Voucher and Receipt Register.** Contractor and/or subcontractor shall establish and maintain two registers, which will contain a running total of all payable receipt vouchers. The registers will provide a summary of voucher or receipt numbers, amount and purpose of action. No self-designated abbreviations are to be used.
5. **Check Register.** Contractor and/or subcontractor shall maintain a check register. This register is also considered a book of original entry, and is posted to the ledger immediately.

6. **Time Sheet, Taxes, and Benefits.** Contractor and/or subcontractor shall require each of its employees to submit weekly time reports designating work performed and time spent on such work. The contractor shall summarize time reports by task and apply employee's rates of pay to the hours worked. The Contract Manager shall review completed and signed time reports, and cause them to be posted to the appropriate category in the general ledger. The Contractor shall maintain records of employee payroll and benefits and shall post this information to the appropriate category in the general ledger. The Contract Manager shall ensure that all payments are on a timely basis.
7. **Reimbursements.** Prior to the fifteenth day of each month, the Contractor shall submit a description of Contract activities, in a format as required by the State. Should the Contractor show a profit for any month, the Contractor shall apply the amount of profit against subsequent reimbursement requests. The Contractor shall agree to provide information in addition to the monthly narrative at such times and in such manner as the State may require, and to prepare any reports which may be requested by the State including but not limited to a final or termination report if operations cease.
8. **Maintenance of Records.** The Contractor shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Contractor shall maintain, and make available to the State and FTA, records relating to complaints and comments received from the public. In the event the State disputes the Contractor's operations or records as submitted for payment or otherwise, final resolution shall rest with the State.
9. **Audits and Inspections.** Between the Effective Date and the Completion Date, and for a period of three (3) years after the FTA grant is closed or the date of resolution of all matters relating to this Agreement, whichever is later, at any time during the Contractor's normal business hours, and as often as the State or FTA may demand, the Contractor shall make available to the State and FTA or their designees all records pertaining to matters covered by this Agreement. The Contractor shall permit the State and FTA to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, Data (as defined in P-37 section 9.1) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Contractor in 1.3 of P-37.
10. **Independent Audit.** The Contractor shall submit one audit done by one Certified Public Accountant (CPA) for the entire project, or, as the State may require, for any part of the project upon demand. Monies required for payment of the audit shall be set aside in the Contract Budget for that specific purpose.
  - 10.1. In the event the audit reveals that monies are due and owing to the State from the Contractor, for whatever reasons, the Contractor shall pay to the State such sums within thirty (30) days of the audit date.
11. The Contractor shall submit quarterly performance and charter activity reports within 30 days of the end of each quarter and shall submit any forms, information or reports required by the State to complete the FTA's National Transit Database (NTD) reporting.

C.9. Amend P-37 by adding "PROJECT EQUIPMENT AND REAL PROPERTY" as Section 27:

27. **PROJECT EQUIPMENT AND REAL PROPERTY.** The following terms and conditions apply to all equipment and real property purchased in whole or in part with funds provided through this or other Agreements between the State and the Contractor:

- a. All procurements shall be made in accordance with 49 CFR Part 18 and FTA Circular 4220.1F and future amendments, and with Buy America requirements, 49 CFR Part 660.
- b. All vehicles shall be purchased by the State, unless the Contractor has received prior approval from the State to procure vehicles.
- c. All other equipment with a cost in excess of five hundred (\$500) per unit shall be purchased by the Contractor subject to the prior approval of the State.
- d. Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicles pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicles at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicles on the motor vehicle titles.
- e. In the event that this agreement is terminated, all project equipment and property becomes the property of the State and it is understood and agreed that legal title to such equipment shall be transferred to the State as soon as feasible. Project equipment will be disposed of in accordance with FTA Circular 9040.1F, and the Section 5311 State Management Plan.

C.10. Amend P-37 by adding "EQUIPMENT CERTIFICATION" as section 28:

28. **EQUIPMENT CERTIFICATION.** The Contractor shall maintain a current inventory listing of all nonexpendable property involved in this Agreement. The Contractor shall submit to the State a certification that the equipment is still being used in accordance with the terms of the Agreement. The inventory listing and equipment certification shall be supplied to the State by May 31st of each year.

C.11. Amend P-37 by adding "EQUIPMENT MAINTENANCE" as section 29:

29. **EQUIPMENT MAINTENANCE.** Contractor shall be responsible for the maintenance and repair of all equipment used in the service described in Exhibit A. Contractor shall maintain all such equipment at a high level of cleanliness, safety, and mechanical soundness. The contractor shall certify proper maintenance procedures, i.e. strict compliance with the vehicle preventive maintenance guidelines, on vehicle reports. All maintenance, repair and physical improvement activities on equipment shall be conducted by the Contractor and at a location specified by the Contractor. The Contractor shall notify the State of any changes in this location. The Contractor further agrees to maintain, repair, or make any physical improvement to equipment as requested by the State. The State, FTA and/or their designees shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance and repair.

**C.12. Amend P-37 by adding "REPAIR RECORDS AND REPORTS" as section 30:**

- 30. REPAIR RECORDS AND REPORTS.** The Contractor shall maintain a complete and up to date record of all motor vehicle repairs, and shall make such records available to the State and FTA upon demand.

**C.13. Amend P-37 by adding "VEHICLE STORAGE" as section 31:**

- 31. VEHICLE STORAGE.** With respect to any motor vehicles purchased in whole or part under this Agreement, or maintained under this Agreement, the Contractor shall park or garage each vehicle so as to ensure maximum available protection and safety for each vehicle. The Contractor shall also ensure that each vehicle will be parked or garaged in such a manner that its daily operations are not impaired or curtailed by conditions of weather or any other circumstances. The Contractor shall notify the State of the location of the garaging site and any relocation.

**C.14. Amend P-37 by adding "TRAINING AND DRIVER REVIEW" as section 32:**

- 32. TRAINING AND DRIVER REVIEW.** The State may require participation in training courses determined to be essential to FTA program management in this contract period and may require participation in such training programs as it deems necessary by drivers and other employees involved in the transportation of the public. Training to include defensive driving, passenger assistance, emergency procedures and periodic refresher training every three (3) years. The Contractor agrees that the State shall have the right to review the performance of all drivers who are employed in connection with this Agreement, and to disallow the use of any driver whose performance as a driver is determined to be unsatisfactory by the State.

**C.15. Amend P-37 by adding "SAFETY REQUIREMENTS" as section 33:**

- 33. SAFETY REQUIREMENTS.** All project equipment shall be inspected and certified by the Department of Safety, and shall meet all applicable Federal Motor Vehicle Safety Standards and Federal Motor Carrier Safety Regulations as required by the United States Department of Transportation, and by the New Hampshire Department of Safety under RSA 266:72-a, in the purchase and operation of all project equipment.

The Contractor shall provide the State with full and prompt written notification of any accident involving any vehicle used in its services. In addition, the Contractor shall be responsible to report any accident in compliance with State law.

The Contractor shall submit to the State by February 15 of each year a report covering the previous year (January 1 through December 31), summarizing the results of its alcohol misuse prevention and anti-drug programs on FTA approved forms. This shall be in compliance with 49 CFR Part 655.

**C.16. Amend P-37 by adding "SERVICE LIMITATIONS" as section 34:**

- 34. SERVICE LIMITATIONS.** The Contractor shall not engage in the provision of transportation services other than those described in Exhibit A, or outside the service area described in Exhibit A, without the written consent of the State and without obtaining the appropriate operating authority. The Contractor shall not engage in charter or school bus operations except as permitted by 49 CFR Parts 604 and 605, respectively.

**C.17. Amend P-37 by adding "CONTRACTOR REPRESENTATIONS" as section 35:**

35. **CONTRACTOR REPRESENTATIONS.** Contractor warrants that with respect to the Services to be performed, it has obtained all licenses, permits, or approvals which are required by any law, order or regulation of any authority, state or federal, or which may be necessary for the performance of the Services hereunder. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform such Services, and shall be properly licensed and authorized to perform such Services under all applicable laws.

**C.18. Amend P-37 by adding "LABOR PROVISIONS" as section 36:**

36. **LABOR PROVISIONS.** The Contractor agrees to adhere to the terms and conditions of the Special Section 13(c) Warranty incorporated herein for the protection of the employees of any employer providing transportation services assisted by this Agreement, and the employees of any other surface transportation providers in the transportation service area identified in Exhibit A.

The requirements of 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available for inspection, copying, or transcription by authorized representatives of the FTA, USDOT, Department of Labor or State, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**C.19. Amend P-37 by adding "PATENT RIGHTS" as section 37:**

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

**C.20. Amend P-37 by adding "BROKERAGE REPRESENTATION" as section 38:**

38. **BROKERAGE REPRESENTATION.** The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Contractor, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, brokerage fee, gift, or contingent fee.

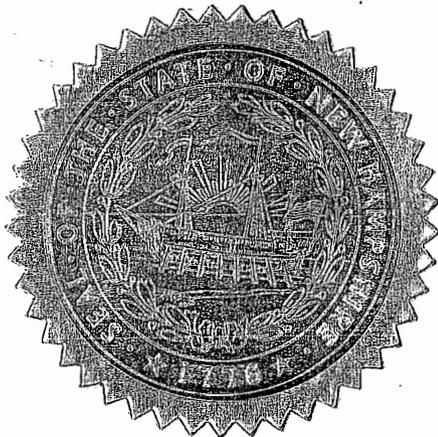
**EXHIBIT D****PROJECT EQUIPMENT  
COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES**

<b>VEHICLE</b>	<b>VEHICLE IDENTIFICATION NUMBER</b>
2003 Orion 35' Heavy Duty Low Floor Bus	1VHFF3A2636700640
2003 Orion 35' Heavy Duty Low Floor Bus	1VHFF3A2836700638
2003 Orion 35' Heavy Duty Low Floor Bus	1VHFF3A2X36700639
2007 Ford Eldorado Aerotech Diesel	1FDXE45P37DA27088
2007 Eldorado Aerotech E450 Diesel Engine	1FDXE45P47DA58947
2007 Eldorado Aerotech Ford E450 Diesel	1FDXE45P67DA58948
2007 Eldorado Aerotech Ford E450 Diesel	1FDXE45P87DA58949
2007 Molly Trolley Diesel engine	4UZAB9DT08CZ04685
2007 Molly Trolley Diesel Engine	4UZAB9DT28CZ04686
2009 Eldorado Aerotech 240 Gas Intermediate	1FDFE45S49DA88452
2009 Eldorado Aerotech 240 Gas Intermediate	1FDFE45S29DA88453
2009 Eldorado Aerotech 220 Gas Small Bus	1FDFE45SX9DA88456
2011 Ford E350 6&3 gas small accessible bus	1FDEE3FS3BDA19523
2011 Ford E350 6&3 gas small accessible bus	1FDEE3FS5BDA19524
2011 Ford E350 6&3 gas small accessible bus	1FDEE3FS7BDA19525
2011 Startrans Senator II bus 16&2	1FDFE4FS2ADB01901
2011 Startrans Senator II bus 16&2	1FDFE4FS4ADB01902
2011 Startrans Senator II bus 16&2	1FDFE4FS6ADB01903
2011 Startrans Senator II Gas Bus	1FDFE4FS5BDA63579

State of New Hampshire  
Department of State

CERTIFICATE

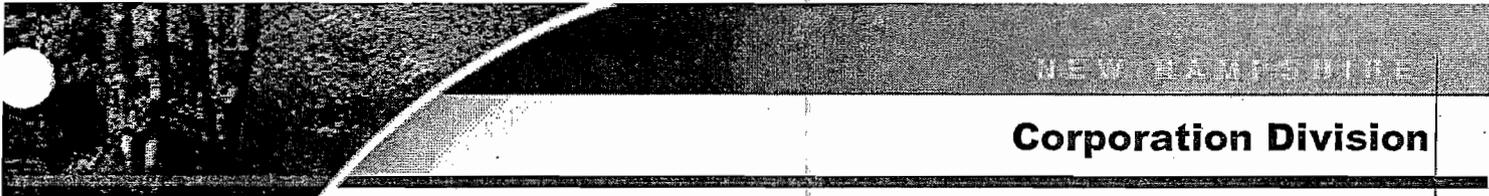
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1<sup>st</sup> day of April A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**Corporation Division**

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online

**Date:** 4/12/2013 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC.	Legal

**Non-Profit Corporation - Domestic - Information**

<b>Business ID:</b>	63021
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	5/28/1965
<b>Principal Office Address:</b>	2 Industrial Park Drive Concord NH 03301
<b>Principal Mailing Address:</b>	PO Box 1016 Concord NH 03302
<b>Expiration Date:</b>	Perpetual
<b>Last Annual Report Filed Date:</b>	12/27/2010
<b>Last Annual Report Filed:</b>	2010

**Registered Agent**

<b>Agent Name:</b>	
<b>Office Address:</b>	No Address
<b>Mailing Address:</b>	No Address

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

**Community Action Program  
Belknap-Merrimack Counties, Inc.**

**CERTIFICATE OF VOTE**

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 9/20/12, such authority to be in force and effect until June 30, 2015 (contract termination date). (See attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire (state of incorporation) law and the bylaws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

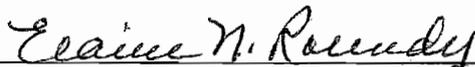
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary-Clerk of the corporation this 30th day of April, 2013.

  
Secretary-Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 30th day of April, 2013 before me, Elaine N. Roundy, the undersigned officer, personally appeared Dennis T. Martino who acknowledged himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Elaine N. Roundy, Notary Public

Commission Expiration Date:

ELAINE N. ROUNDY, Notary Public  
My Commission Expires August 24, 2016

COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.

**CORPORATE RESOLUTION**

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
  - Bureau of Elderly and Adult Services for elderly programs
  - Bureau of Homeless and Housing Services for homeless/housing programs
  - Division of Children, Youth, and Families for child care programs
  - Division of Family Assistance for Community Services Block Grant
  - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U. S. Department of Housing and Urban Development
- U. S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on September 20, 2012, and has not been amended or revoked and remains in effect as of the date listed below.

April 30, 2013

Date



Dennis T. Martino  
Secretary/Clerk

SEAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2013

PRODUCER (603) 669-3218 FAX: (603) 645-4331  
 Ferdinando Insurance Assoc. Inc.  
 Laura Perrin  
 637 Chestnut Street  
 Manchester NH 03104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Community Action Program  
 Belknap-Merrimack Counties Inc.  
 P.O. Box 1016  
 Concord NH 03302

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	
INSURER B: Liberty Mutual Ins Co	
INSURER C: Hanover Insurance Co	18058
INSURER D: N.H.M.M. JUA	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	NCPKG02266000	6/17/2012	6/17/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NCAUT0226600	6/17/2012	6/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	NCUMB02266000	6/17/2012	6/17/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	WCJZ91446010011 (3a.) NH All officers included	6/17/2012	6/17/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Directors & Officers	PHSD727025	4/1/2013	4/1/2014	\$1,000,000
C		Blanket Crime	BDV1649128	3/27/2013	3/27/2014	400,000
D		Professional	NHJUA11882	12/30/2012	12/30/2013	1,000,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

State of NH, Dept of Transportation is named as an Additional Insured with respect to General Liability and Auto Liability. In accordance with NH law, carrier will give 60 days advance notice of cancellation or non-renewal, except for non-payment which is 10 days.

### CERTIFICATE HOLDER

State of New Hampshire  
 Dept of Transportation  
 7 Hazen Drive  
 PO Box 483  
 Concord, NH 03302

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Laura Perrin/KS5

*Laura Perrin*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/30/2013

PRODUCER (603) 669-3218 FAX: (603) 645-4331  
 Ferdinando Insurance Assoc. Inc.  
 Laura Perrin  
 637 Chestnut Street  
 Manchester NH 03104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Community Action Program  
 Belknap-Merrimack Counties Inc.  
 P.O. Box 1016  
 Concord NH 03302

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	
INSURER B: Liberty Mutual Ins Co	
INSURER C: Hanover Insurance Co	18058
INSURER D: N.H.M.M. JUA	
INSURER E:	

## COVERAGES

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A	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	NCUMB02266000	6/17/2013	6/17/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	WCJZ91446010011 (3a.) NH All officers included	6/17/2013	6/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>OTHER</b> Directors & Officers	PHSD727025	4/1/2013	4/1/2014	\$1,000,000
C	<b>Blanket Crime</b>	BDV1649128	3/27/2013	3/27/2014	400,000
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State of New Hampshire  
 Dept of Transportation  
 7 Hazen Drive  
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 AUTHORIZED REPRESENTATIVE  
 Laura Perrin/KS5 *Laura Perrin*



## **Federal Clauses**

### **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.

### **Charter Bus Requirements**

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 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

### **School Bus Requirements**

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

Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles or facilities.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

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

### **Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **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.

### **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.

### **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.

### **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 complete 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.

## **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.

## **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.

## **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:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) 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.

### **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.

### **Transit Employee Protective Provisions**

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

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

### **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, 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/offers 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.

### **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.

### **Drug and Alcohol Abuse and Testing**

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

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

### **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 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., 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 foregoing Federal requirements, this contract shall also include those standard clauses 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.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Ralph Littlefield, Executive Director, hereby certify  
(Name and title of official)  
Community Action Program  
On behalf of Belknap-Merrimack Counties, Inc. that:  
(Name of Bidder/Company Name)

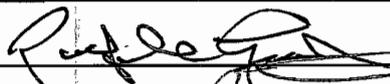
- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection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

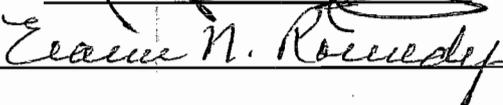
*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act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

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

Name of Bidder/Company Name Community Action Program  
Belknap-Merrimack Counties, Inc.

Type or print name Ralph Littlefield, Executive Director

Signature of authorized representative  Date 4/30/13

Signature of notary and SEAL 

ELAINE N. ROUNDY, Notary Public  
My Commission Expires August 24, 2016

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)

### Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49.CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

### Suspension and Debarment

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 contractor, 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.

Contractor Community Action Program Belknap-Merrimack Counties, Inc.

Signature of Authorized Official  Date 4 / 30 / 13

Name and Title of Contractor's Authorized Official Ralph Littlefield, Executive Director

### **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.

**Disadvantaged Business Enterprise  
Section a.**

**Separate contract goal for Disadvantaged Business Enterprise (DBE) participation**

The State of New Hampshire, Department of Transportation has established a goal of 2.5% for DBE participation for this contract in lieu of the 10% national goal outlined in Section a. of the Disadvantaged Business Enterprise Federal Clause.

**By signing below the Contractor agrees to comply with the applicable Federal Clauses.**

Date: 4/30/13

Company Name: Community Action Program  
Belknap-Merrimack Counties, Inc.

Authorized Name: Ralph Littlefield

Signature: 

Title: Executive Director

SPECIAL SECTION 13(c) WARRANTY FOR APPLICATION  
TO THE SMALL-URBAN AND RURAL PROGRAM

Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient (the Contractor) and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project", as used herein, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to his/her employment as a result of the Project, but who is dismissed or displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model Agreement or applicable provisions of substitute comparable arrangements.

(2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number of classification of any jobs in the Recipient's employment available to be filled by such affected employees.

(2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by Section 13(c) of the Act 1, the Public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 13(c) agreement executed July 23, 1975, identified below 2, provided that other comparable arrangements may be substituted therefore, if approved by Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his/her obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project has an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements with the Recipient with sixty (60) days of the date s/he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, s/he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which s/he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a permanent and accessible place, a notice stating that the Recipient has received federal assistance under the Urban Mass Transportation Act and has agreed to comply with the provisions of Section 13(c) of the Act. This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising there under.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.



# Community Action Program Belknap-Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016  
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April 30, 2013

Subject: Agency Audit Ending February 28, 2013

To Whom It May Concern:

Community Action Program Belknap-Merrimack Counties, Inc. has contracted with Leone, McDonnell and Roberts (LMR), Certified Public Accountants to conduct the agency audit for the period ending February 28, 2013.

The audit firm will be conducting their review, testing and evaluation of the financial statements of the agency beginning June 2013.

The Board of Directors has scheduled LMR to present the financial statements at the regularly scheduled Board Meeting on September 12, 2013.

A copy of the approved audit will be sent to you by email the day after the meeting.

If you should have any questions, please feel free to contact Kathy Lavigne, Chief Accountant or myself at 603-225-3295. Thank you for your understanding of this matter.

Sincerely,

Brian F. Hoffman  
Deputy Director

BFH:enr

Agency Audit 2-28-13 Letter

cc: Main File – Agency Audit 2/28/2013

Kathy Lavigne, Chief Accountant

Jack Callahan, Leone, McDonnell and Roberts

<b>ALTON</b> Senior Center.....875-7102 Prospect View Housing.....875-3111	<b>CONCORD</b> Area Center.....225-6880 Head Start.....224-6492 Early Head Start.....224-6492 Concord Area Meals-on-Wheels.....225-9092 Concord Area Transit.....225-1989 Horseshoe Pond Place.....228-6956 WIC/CSFP.....225-2050 Workplace Success.....223-2305	<b>FRANKLIN</b> Area Center.....934-3444 Head Start.....934-2161 Early Head Start.....934-2161 Senior Center.....934-4151 Family Planning.....934-4905 Riverside Housing.....934-5340	<b>LACONIA</b> Area Center.....524-5512 Head Start.....528-5334 Early Head Start.....528-5334 Senior Center.....524-7689 Family Planning.....524-5453 Prenatal.....524-5453 Winnepesaukee Transit.....528-2496 Workplace Success.....524-4367	<b>OSSIPEE</b> Family Planning.....539-7552 Prenatal.....539-7552	<b>PLYMOUTH</b> Family Planning.....536-3584
<b>BELMONT</b> Senior Center.....267-9867 Heritage Terr. Housing.....267-8801	<b>KEARSARGE VALLEY</b> Area Center.....456-2207 Head Start.....456-2208 North Ridge Housing.....456-3398	<b>MEREDITH</b> Area Center.....279-4096	<b>PEMBROKE</b> Village at Pembroke Farms Housing.....485-1842	<b>SUNCOOK</b> Area Center.....485-7824 Senior Center.....485-4254	<b>TILTON</b> Senior Center.....527-8291
<b>BRADFORD</b> Senior Center.....938-2104	<b>EPSOM</b>		<b>PITTSFIELD</b> Senior Center.....435-8482 Head Start.....435-6618 Early Head Start.....435-6611		

**COMMUNITY ACTION PROGRAM**  
**BELKNAP - MERRIMACK COUNTIES, INC.**

**FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED**  
**FEBRUARY 29, 2012**  
**AND**  
**INDEPENDENT AUDITORS' REPORT**

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

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To the Board of Directors  
Community Action Program Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

### INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit corporation), as of February 29, 2012 and February 28, 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 29, 2012 and February 28, 2011, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 21, 2012 on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying schedules on pages 24 through 32 are presented for the purpose of additional analysis and are not a required part of the basic financial statements of the Organization. The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

*Leary, McDonnell & Roberts  
Professional Association*

August 21, 2012  
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 29, 2012 AND FEBRUARY 28, 2011**

	<u>2012</u>	<u>2011</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 2,114,892	\$ 1,424,147
Accounts receivable	3,431,173	4,626,352
Prepaid expenses	<u>438,993</u>	<u>403,639</u>
Total current assets	<u>5,985,058</u>	<u>6,454,138</u>
<b>PROPERTY</b>		
Land and buildings	4,619,289	4,619,289
Equipment	<u>5,909,477</u>	<u>5,851,172</u>
	10,528,766	10,470,461
Less accumulated depreciation	<u>(5,492,531)</u>	<u>(5,368,125)</u>
Property, net	<u>5,036,235</u>	<u>5,102,336</u>
<b>OTHER ASSETS</b>		
Investments	74,291	67,929
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>213,732</u>	<u>207,370</u>
<b>TOTAL ASSETS</b>	<u>\$ 11,235,025</u>	<u>\$ 11,763,844</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 122,029	\$ 132,907
Accounts payable	2,442,548	2,555,156
Accrued expenses	1,149,313	996,135
Refundable advances	<u>1,504,542</u>	<u>1,750,219</u>
Total current liabilities	5,218,432	5,434,417
<b>LONG TERM LIABILITIES</b>		
Notes payable, less current portion shown above	<u>1,871,566</u>	<u>1,991,881</u>
Total liabilities	<u>7,089,998</u>	<u>7,426,298</u>
<b>NET ASSETS</b>		
Unrestricted	3,127,371	3,369,797
Temporarily restricted	<u>1,017,656</u>	<u>967,749</u>
Total net assets	<u>4,145,027</u>	<u>4,337,546</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 11,235,025</u>	<u>\$ 11,763,844</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 29, 2012  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2011**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2012 Total</u>	<u>2011 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Grant awards	\$ 21,051,500		\$ 21,051,500	\$ 23,080,279
Other funds	3,783,884	\$ 2,485,991	6,269,875	7,604,783
In-kind	1,143,537		1,143,537	1,886,923
United Way	145,880		145,880	153,417
Total revenues and other support	26,124,801	2,485,991	28,610,792	32,725,402
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>2,436,084</u>	<u>(2,436,084)</u>		
Total	<u>28,560,885</u>	<u>49,907</u>	<u>28,610,792</u>	<u>32,725,402</u>
<b>EXPENSES</b>				
Compensation	9,208,281		9,208,281	9,383,940
Payroll taxes and benefits	2,305,424		2,305,424	2,201,820
Travel	334,076		334,076	323,197
Occupancy	1,144,249		1,144,249	1,116,042
Program services	11,588,546		11,588,546	13,448,527
Other costs	2,549,575		2,549,575	2,857,325
Depreciation	529,623		529,623	505,848
In-kind	1,143,537		1,143,537	1,886,923
Total expenses	<u>28,803,311</u>		<u>28,803,311</u>	<u>31,723,622</u>
<b>CHANGES IN NET ASSETS</b>	(242,426)	49,907	(192,519)	1,001,780
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>3,369,797</u>	<u>967,749</u>	<u>4,337,546</u>	<u>3,335,766</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 3,127,371</u>	<u>\$ 1,017,656</u>	<u>\$ 4,145,027</u>	<u>\$ 4,337,546</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 29, 2012 AND FEBRUARY 28, 2011**

	<u>2012</u>	<u>2011</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (192,519)	\$ 1,001,780
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	529,623	505,848
Gain on sale of property	(19,068)	(13,000)
(Increase) decrease in current assets:		
Accounts receivable	1,195,179	724,033
Prepaid expenses	(35,354)	(135,411)
Increase (decrease) in current liabilities:		
Accounts payable	(112,608)	(471,961)
Accrued expenses	153,178	12,052
Refundable advances	(245,677)	97,187
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>1,272,754</u>	<u>1,720,528</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property	(464,455)	(1,368,038)
Investment in partnership	(6,362)	(8,281)
Proceeds from sale of property	20,000	13,000
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(450,817)</u>	<u>(1,363,319)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of long term debt	(131,193)	(147,973)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(131,193)</u>	<u>(147,973)</u>
<b>NET INCREASE IN CASH</b>	690,744	209,236
<b>CASH BALANCE, BEGINNING OF YEAR</b>	<u>1,424,148</u>	<u>1,214,911</u>
<b>CASH BALANCE, END OF YEAR</b>	<u>\$ 2,114,892</u>	<u>\$ 1,424,147</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	<u>\$ 122,905</u>	<u>\$ 132,739</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED FEBRUARY 29, 2012**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization**

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

**Basis of Accounting**

The financial statements are prepared on the accrual basis of accounting.

The Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 105-10, Generally Accepted Accounting Principles ("GAAP") establishes the FASB Accounting Standards Codification ("Codification") as the source of authoritative accounting principles recognized by the FASB to be applied to nongovernmental entities in the preparation of financial statements in conformity with GAAP.

**Basis of Presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 29, 2012 the Organization had no permanently restricted net assets and temporarily restricted net assets of \$1,017,656.

**Income Taxes**

Community Action Program Belknap – Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

Community Action Program of Belknap-Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program of Belknap-Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2008.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its income tax returns for the years (2007 through 2010), for the

purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

**Property**

Property is recorded at cost, except for donated assets, which are recorded at fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment and office furniture	7 years
Vehicles	5 years
Computer hardware and software	3 years

**Use of Estimates**

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. Community Action Program Belknap-Merrimack Counties, Inc. maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

**Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

**In-Kind Donations / Noncash Transactions**

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities.

**Advertising**

The Organization expenses advertising costs as incurred.

2. **REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or

incurred. Funds received in advance of grantor conditions being met aggregated \$1,504,542 as of February 29, 2012.

**3. RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 29, 2012 was \$386,927.

**4. LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from annual to every five years. For the year ended February 29, 2012, the annual lease expense for the leased facilities was \$489,570.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2013	\$ 237,818
2014	95,467
2015	<u>33,631</u>
Total	<u>\$ 366,916</u>

**5. ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested in the amount of \$485,917 at February 29, 2012.

**6. LONG TERM DEBT**

Long term debt consisted of the following as of February 29, 2012:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,388,984

Note payable to a bank in monthly installments for principal and interest of \$4,494 through April, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 29, 2012. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 472,615

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 109,555

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through September, 2031. The note is secured by property of the Organization for Franklin Community Services building. 22,441

Total 1,993,595  
 Less amounts due within one year 122,029

Long term portion \$ 1,871,566

The scheduled maturities of long term debt as of February 29, 2012 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2013	\$ 122,029
2014	129,407
2015	137,236
2016	145,551
2017	154,380
Thereafter	<u>1,304,992</u>
	<u>\$ 1,993,595</u>

**7. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 29, 2012:

Land	\$ 169,676
Building and improvements	4,449,613
Equipment	<u>5,909,477</u>
	<u>\$ 10,528,766</u>

Depreciation expense for the year ended February 29, 2012 was \$529,623.

**8. CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this

contingency because specific amounts, if any, have not been determined or assessed as of February 29, 2012. Monitorings have not indicated any discrepancies.

**9. CONCENTRATION OF RISK**

For the year ended February 29, 2012, approximately \$11,585,000 (40%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 29, 2012, the balances on interest bearing accounts were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 and noninterest-bearing accounts had unlimited FDIC coverage. Effective July 1, 2010, one of the financial institutions collateralizes all deposits in excess of the FDIC limit. Another financial institution collateralizes the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 29, 2012, there were no deposits in excess of the FDIC limit.

**10. TEMPORARILY RESTRICTED NET ASSETS**

At February 29, 2012, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

**Restricted Purpose**

Agency Fuel Assistance Program	\$ 58,777
Nutrition and Elder Services	639,848
Caring Fund	12,027
Common Pantry	5,962
Software Program-FAP/EAP	6,879
Senior Center	120,938
Agency Head Start	141,063
Agency Family Planning and Prenatal Program	8,954
NH Food Pantry Coalition	663
NH Rotary Food Challenge	5,068
Summer Feeding	<u>17,477</u>
	<u>\$ 1,017,656</u>

**11. STATEMENT OF FUNCTIONAL EXPENSES**

The Statement of Activities discloses expenses by natural classification. The classification of expenses by function is summarized below:

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,783,284	\$ 424,997	\$ 9,208,281
Benefits and payroll taxes	2,181,201	124,223	2,305,424
Travel	332,262	1,814	334,076
Occupancy	1,000,811	143,438	1,144,249

Program services	11,588,546		11,588,546
Other costs:			
Accounting fees	16,474	31,255	47,729
Legal fees	20,013	353	20,366
Supplies	220,309	33,624	253,933
Postage and shipping	64,657	1,107	65,764
Equipment rental and maintenance	36,279	1,532	37,811
Printing and publications	6,701	1,299	8,000
Conferences, conventions and meetings	12,833	12,766	25,599
Interest	115,647	7,258	122,905
Insurance	202,691	27,158	229,849
Membership fees	9,888	12,744	22,632
Utility and maintenance	450,800	50,107	500,907
Other	1,156,008	58,072	1,214,080
Depreciation	523,973	5,650	529,623
In kind	1,143,537		1,143,537
	<u>\$ 27,865,914</u>	<u>\$ 937,397</u>	<u>\$ 28,803,311</u>

12. **RELATED PARTY TRANSACTIONS**

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

**Development Service Agreement**

Community Action Program Belknap – Merrimack Counties, Inc. has a development services agreement with Sandy Ledge Limited Partnership whose purpose is to acquire, rehabilitate and operate a qualified low-income apartment building as defined by Internal Revenue Code Section 42. CAPBMC Development Corporation is the general partner in Sandy Ledge Limited Partnership. The agreement called for payment of services in the amount of \$194,000. The amount due from Sandy Ledge Limited Partnership at February 29, 2012 totaled \$139,441.

13. **RECLASSIFICATION**

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

14. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program of Belknap-Merrimack Counties, Inc. is a limited liability company member of Community Provider Network of Central NH, LLC. The investment total at February 29, 2012 was \$35,000.

The Organization has also invested money relating to its Fix-it program in certain mutual funds. The fair market value of the mutual funds totaled \$39,291 at February 29, 2012.

ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 29, 2012, the Organization's investments were classified as Level 1 and 3 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance (at fair value)	\$ 32,929
Total gains or (losses) - realized /unrealized	2,250
Purchases	<u>4,112</u>
Ending Balance	<u>\$ 39,291</u>

Fair Value Measurements using Significant Unobservable Inputs (Level 3)

Beginning balance (at fair value)	\$ 35,000
Total gains or (losses) - realized/unrealized	<u>-</u>
Ending Balance	<u>\$ 35,000</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

15. **FISCAL AGENT**

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, and the NH Rotary Food Challenge. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

16. **SUBSEQUENT EVENTS**

Subsequent events have been evaluated through August 21, 2012, the date the financial statements were available to be issued.

**SUPPLEMENTAL INFORMATION**

**(See Independent Auditors' Report)**

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 29, 2012**

<b>FEDERAL GRANTOR/ PROGRAM TITLE</b>	<b>CFDA NUMBER</b>	<b>FEDERAL EXPENDITURES</b>
<b><u>US DEPT. OF HEALTH AND HUMAN SERVICES</u></b>		
Head Start	93.600	\$ 3,193,684
ARRA-Early Head Start Expansion	93.709	301,156
<b>Through State of New Hampshire</b>		
Weatherization-HRRP	93.568	111,255
Fuel Assistance	93.568	5,014,215
Fuel Assistance-SEAS	93.044	6,626
Title III Part C	93.045	843,314
Community Services Block Grant	93.569	462,048
Title XX - Block Grant	93.667	458,550
Family Planning	93.217	179,719
Family Planning	93.558	42,392
Family Planning	93.940	2,809
Family Planning - Workforce Grant	93.779	11,977
Obesity Prevention	93.283	3,251
Title III Part B Rural Transportation	93.044	239,848
TANF - Home Visiting	93.558	38,322
Prenatal	93.994	26,106
Merrimack County Service Link Program	93.778	73,644
Merrimack County Service Link Program	93.052	20,572
Merrimack County Service Link Program	93.667	8,843
Merrimack County Service Link Program	93.048	21,026
Merrimack County Service Link Program	93.779	20,071
Merrimack County Service Link Program	93.071	1,322
Elder Services/NSIP	93.053	194,308
<b>Through Southern New Hampshire Services</b>		
NHEP-Job Club	93.558	50,805
NHEP-Community Work Experience	93.558	22,702
Work Skills Work Experience-Workplace Success	93.558	224,350
<b>Through Lakes Region Partnership for Public Health</b>		
MIPPA	93.518	1,625
MIPPA	93.779	4,875
MIPPA	93.791	5,882
		<hr/> 11,585,297 <hr/>
<b><u>US DEPARTMENT OF AGRICULTURE</u></b>		
<b>Through State of New Hampshire</b>		
WIC	10.557	679,883
CSFP	10.565	1,015,866
Senior Farmers Market	10.576	91,042
Surplus Food-TEFAP-Admin	10.568	105,709
Surplus Food-TEFAP	10.569	1,029,134
CACF Head Start/USDA	10.558	202,000
Summer Food-USDA	10.559	107,707
		<hr/> 3,231,341 <hr/>

**CORPORATION FOR NATIONAL SERVICES**

Senior Companion	94.016	<u>349,020</u>
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**US DEPARTMENT OF TRANSPORTATION****Through State of New Hampshire**

Concord Area Transit	20.509	604,876
Concord Area Transit-New Freedom	20.521	9,921
Winnepesaukee Transit System	20.509	55,420
Trolley Program	20.509	45,065
ARRA-Concord Area Transit	20.509	286,900
ARRA-Concord Area Transit-Vehicles	20.509	179,643
5310 Capital Advance	20.513	55,966
		<u>1,237,791</u>

**US DEPARTMENT OF JUSTICE****Through State of New Hampshire**

ARRA-Therapeutic Classroom	16.801	33,561
Greater Lakes Child Advocacy Center	16.543	12,375
Merrimack County Service Link - NHPOA	16.528	776
		<u>46,712</u>

**US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Newbury Elderly Housing	14.157	110,687
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**Through New Hampshire Housing Finance Authority**

Statewide Lead Abatement Program	14.900	1,395,931
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**Through State of New Hampshire**

Home Program	14.239	200,551
ESG - New Start/Outreach Program	14.235	168,770
Homeless Prevention	14.235	22,840
ARRA-Homeless Prevention & Rapid Re-housing	14.257	238,602
Supportive Housing Services	14.235	58,683
		<u>2,196,064</u>

**US DEPARTMENT OF ENERGY****Through State of New Hampshire**

Weatherization	81.042	156,234
ARRA-Weatherization	81.042	2,003,122
MH Park Weatherization	81.042	217,998
		<u>2,377,354</u>

**US DEPARTMENT OF LABOR****Through State of New Hampshire**

Senior Community Service Employment	17.235	605,636
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**Through Southern New Hampshire Services**

WIA-Adult Program	17.258	90,976
ARRA-WIA Adult Program	17.258	1,057
WIA-Dislocated Worker Program	17.260	160,827
ARRA-Dislocated Worker Program	17.260	7,410
ARRA-WIA Discretionary	17.258	11
ARRA-WIA Dislocated Discretionary	17.260	384
		<u>866,301</u>

**Homeland Security**

**Through State of New Hampshire**

Emergency Management Performance Grant 97.042 25,000

**Through United Way**

Emergency Food and Shelter Program 97.024 9,674

34,674

**TOTAL AWARDS EXPENDED**

\$ 21,924,554

**NOTE A - BASIS OF PRESENTATION**

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations."

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**  
**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON  
COMPLIANCE**  
**AND OTHER MATTERS BASED ON AN AUDIT OF THE FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
Community Action Program of Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

We have audited the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit corporation) as of and for the year ended February 29, 2012 and have issued our report thereon dated August 21, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Internal Control Over Financial Reporting**

Management of Community Action Program of Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Community Action Program of Belknap-Merrimack Counties, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

This report is intended for the information and use of management, Board of Directors, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Leone, McDonnell & Roberts,  
Professional Association*

August 21, 2012  
Concord, New Hampshire

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS  
THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH  
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER  
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

To the Board of Directors  
Community Action Program of Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

**Compliance**

We have audited Community Action Program of Belknap-Merrimack Counties, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *US Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2012. Community Action Program of Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each major federal program is the responsibility of Community Action Program of Belknap-Merrimack Counties, Inc.'s management. Our responsibility is to express an opinion on Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, "*Audits of States, Local Governments and Non-Profit Organizations*". Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Community Action Program of Belknap-Merrimack Counties, Inc.'s compliance with those requirements.

In our opinion, Community Action Program of Belknap-Merrimack Counties, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 29, 2012.

### Internal Control Over Compliance

The management of Community Action Program of Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the organization's internal control over compliance with the requirements that could have a direct and material effect on its major federal programs in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended for the information and use of management, Board of Directors, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

*Leone, McDannell & Roberts,  
Professional Association*

August 21, 2012  
Concord, New Hampshire

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 28, 2012**

1. The auditors' report expresses an unqualified opinion on the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc.
2. There were no significant deficiencies reported in the *Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Governmental Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133.
5. The auditors' report on compliance for the major federal award programs for Community Action Program of Belknap-Merrimack Counties, Inc. expresses an unqualified opinion on all major programs.
6. Audit findings that are required to be reported in accordance with section 510(a) of OMB Circular A-133 are reported in Part C of this schedule.
7. The programs tested as major programs were:
  - 10.557 Women, Infants & Children
  - 94.016 Senior Companion Program
  - 81.042 Weatherization
  - 81.042 ARRA-Weatherization
  - 20.509 Formula Grants for other than Urbanized Areas (Concord Area Transit and Winnepesaukee Transit Systems)
  - 20.509 ARRA-Formula Grant for other than Urbanized Areas
  - 10.565 Commodity Supplemental Food Program
  - 10.558 Child and Adult Care Food Program
  - 10.568 The Emergency Food Assistance Program-Admin.
  - 10.569 The Emergency Food Assistance Program
  - 93.558 Temporary Assistance to Needy Families
  - 14.257 ARRA-Homeless Prevention and Rapid Re-housing
  - 10.559 Summer Food Service Program
8. The threshold for distinguishing Type A and B programs was \$657,737.
9. Community Action Program of Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

**FINDINGS – FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**SUMMARY OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED FEBRUARY 28, 2011**

United States Department of Energy

2011-01\* Weatherization Program – CFDA 81.042 for the period ended February 28, 2011

Condition: During our review of project files, it was noted that one client did not meet the income eligibility requirements. Their income exceeded the threshold allowed for use of the weatherization funds.

Recommendation: The program staff must be diligent and ensure that all verifications of income are reviewed for eligibility.

Current Status:

The recommendation was adopted and the Assistant Director is now reviewing applications for eligibility.

\* Finding number corrected to reflect fiscal year end.

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568  
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>10/1/10-9/30/11</u>	<u>Grant Period</u> <u>10/1/11-9/30/12</u>	<u>Total</u>
<b>Revenues</b>			
Division of Human Resources	\$ 1,558,989	\$ 3,566,481	\$ 5,125,470
Other	25,196		25,196
	<u>\$ 1,584,185</u>	<u>\$ 3,566,481</u>	<u>\$ 5,150,666</u>
<b>Expenditures</b>			
Personnel	\$ 233,684	\$ 103,466	\$ 337,150
Fringe benefits	59,593	29,001	88,594
Travel	1,878	2,785	4,663
Occupancy	92,089	26,506	118,595
Direct program costs	1,128,652	3,385,290	4,513,942
Other costs	68,289	19,433	87,722
	<u>\$ 1,584,185</u>	<u>\$ 3,566,481</u>	<u>\$ 5,150,666</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016  
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>7/1/10 - 6/30/11</u>	<u>Grant Period</u> <u>7/1/11 - 6/30/12</u>	<u>Total</u>
<b>Revenues</b>			
Corporation for National Services	\$ <u>118,150</u>	\$ <u>230,870</u>	\$ <u>349,020</u>
<b>Expenditures</b>			
Personnel	\$ 90,517	\$ 148,127	\$ 238,644
Fringe benefits	(9,918)	17,697	7,779
Travel	31,655	62,431	94,086
Other costs	<u>5,896</u>	<u>2,615</u>	<u>8,511</u>
	\$ <u>118,150</u>	\$ <u>230,870</u>	\$ <u>349,020</u>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE HOME PROGRAM - CFDA 14.239  
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<b>Grant Period <u>4/01/08-10/31/11</u></b>
<b>Revenues</b>	
New Hampshire Housing and Finance Authority	\$ 200,551
Other	<u>29,409</u>
	<b><u>\$ 229,960</u></b>
 <b>Expenditures</b>	
Personnel	\$ 9,874
Fringe benefits	3,449
Travel	1,147
Direct program costs	205,053
Other costs	<u>1,910</u>
	<b><u>\$ 221,433</u></b>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE HEAD START PROGRAM - CFDA 93.600  
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>1/1/11-12/31/11</u>	<u>Grant Period</u> <u>1/1/12-12/31/12</u>	<u>Total</u>
<b>Revenues</b>			
U.S. Department of Health and Human Services	\$ 2,651,419	\$ 542,265	\$ 3,193,684
In-Kind	764,932	226,927	991,859
Other	47,184	-	47,184
	<u>\$ 3,463,535</u>	<u>\$ 769,192</u>	<u>\$ 4,232,727</u>
<b>Expenditures</b>			
Personnel	\$ 1,718,990	\$ 327,705	\$ 2,046,695
Fringe benefits	389,456	96,706	486,162
Travel	27,024	5,751	32,775
In-Kind	764,932	226,927	991,859
Other costs	563,133	112,103	675,236
	<u>\$ 3,463,535</u>	<u>\$ 769,192</u>	<u>\$ 4,232,727</u>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -  
CFDA 93.045, 93.667 and 93.053  
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>7/1/10 - 6/30/11</u>	<u>Grant Period</u> <u>7/1/11 - 6/30/12</u>	<u>Total</u>
<b>Revenues</b>			
US Department of Health and Human Services:			
Title XX	\$ 154,766	\$ 303,784	\$ 458,550
Title III Part C	281,104	562,210	843,314
NH Department of Health & Human Services	67,430	126,878	194,308
Other	-	606,170	606,170
	<u>\$ 503,300</u>	<u>\$ 1,599,042</u>	<u>\$ 2,102,342</u>
<b>Expenditures</b>			
Personnel	\$ 325,368	\$ 587,235	\$ 912,603
Fringe benefits	70,269	130,069	200,338
Occupancy	68,065	129,857	197,922
Travel	43,886	78,570	122,456
Other costs	240,139	457,552	697,691
	<u>\$ 747,727</u>	<u>\$ 1,383,283</u>	<u>\$ 2,131,010</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE ELECTRIC ASSISTANCE PROGRAM  
FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Grant Period</u> <u>10/1/10-9/30/11</u>	<u>Grant Period</u> <u>10/1/11-9/30/12</u>	<u>Total</u>
<b>Revenues</b>	<u>\$ 851,433</u>	<u>\$ 1,003,610</u>	<u>\$ 1,855,043</u>
<b>Expenditures</b>			
Personnel	\$ 164,786	\$ 99,338	\$ 264,124
Fringe benefits	44,706	29,770	74,476
Travel	2,000	1,630	3,630
Occupancy	2,202	21,181	23,383
Other costs	<u>637,739</u>	<u>851,691</u>	<u>1,489,430</u>
	<u>\$ 851,433</u>	<u>\$ 1,003,610</u>	<u>\$ 1,855,043</u>

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM**  
**FOR THE YEAR ENDED FEBRUARY 29, 2012**

	<u>Revenues</u>	<u>Expenses</u>
Tornado Relief Fund (018)	25,000	25,000
Trolley Program (024)	61,314	61,446
Quilt Tobacco Treatment Program (031)	2,538	2,233
Twin River Community Corp (051 & 052)	27,215	38,559
Cottage Hotel (062 & 063)	18,820	13,366
Sandy Ledge (091 & 092)	10,453	19,137
Ozanam (102 & 103)	31,897	31,970
Senior Center Program (138)	20,612	17,322
Franklin Intergenerational (182 & 183)	33,600	46,105
Senior Companion Program - Non Federal (221 & 222)	44,721	70,868
Senior Companion Program - State (231 & 232)	31,652	33,078
Flood Fund (276)	2,451	2,320
Franklin Community Services (291 & 292)	26,220	21,666
Head Start - Childcare (351 & 352)	903,144	868,807
Belknap County - WXN Program (374)	-	106
Lakes Region Family Center (381 & 382)	157,533	157,533
REIP (401)	83,063	56,143
Purchase Rehabilitation Project (426)	178,308	178,308
NH Modular Ramp (430 & 431)	98,278	96,470
National Grid Program (472)	112,786	112,453
New Hampshire Housing Guarantee Program (491 & 492)	247,417	236,993

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM  
FOR THE YEAR ENDED FEBRUARY 29, 2012

	<u>Revenues</u>	<u>Expenses</u>
Core Program (501 & 502)	136,290	167,923
NH Rotary (540)	2	-
Common Pantry (551 & 552)	160	3,744
Software Program - FAP/EAP	20,000	13,902
Epsom Elderly Housing (641 & 642)	95,207	80,349
Belmont Housing (651 & 652)	73,469	71,469
Alton Housing (661 & 662)	49,991	50,507
Kearsarge Housing (671 & 672)	62,922	62,922
Riverside Housing (681 & 682)	72,182	72,182
Pembroke Housing (706 & 707)	82,033	82,033
Area Centers (761 & 762)	255,135	206,235
Home Access Program (774)	18,556	15,575
Transition In Caregiving FLEX (820)	5,125	5,125
THE FIXIT Program (831 & 832)	118,471	58,365
The Caring Fund (861 & 862)	4,980	7,574
Housing Future (891 & 892)	12,399	12,399
Agency Account FAP (922)	106,805	101,992
Agency Account SCP (930 & 931)	187	2,927
H/S Agency (941 & 942)	90,519	14,890
Agency FP/PN (963)	526	2
Saving Heat & Reducing Energy (970)	9,469	8,541
Agency Horseshoe Pond Place (992 & 993)	26,930	26,930

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REFUNDABLE ADVANCES  
FOR THE YEAR ENDED FEBRUARY 29, 2012

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
572	Fuel Assistance Program	93.568	\$ 477,424
492	NH Housing Guarantee Program		195,287
592	Homeless Prevention		165,237
162	Elder Services Program	93.045,93.667	90,235
712	Concord Area Transit		76,252
903	Community Services Block Grant	93.569	72,720
193	Electric Assistance Program		70,790
153	Merrimack County Service Link	93.778,93.052,93.667,93.048,93.779,93.071	69,826
728	Homeless Revolving Loan Fund-Belknap County		51,159
262	Rural Transportation Service	93.044	45,359
832	FixIt Program		40,863
426	Purchase Rehab Program		23,358
892	Housing Futures Program		18,000
853	New Start Program		16,535
018	Tornado Relief Fund		16,309
463	Weatherization-HRRP	93.568	14,186
70A	ARRA-Homeless Prevention & Rapid Re-housing		10,000
729	Homeless Revolving Loan Fund-Merrimack County		8,179
412	Weatherization		6,332
172	MIPPA/NH-CLP	93.791	6,073
178	Volunteer Travel Program		5,744
372	Greater Lakes Child Advocacy		5,000
70A	ARRA-Homeless Prevention & Rapid Re-housing		4,672
746	Community Crisis Fund		3,578
612	WIC		2,646
847	Loan Guarantee Program		2,530
232	Senior Companion Program - State		2,394
762	Area Center Program		1,476
15A	ARRA-State Wide T&TA		1,200
222	Senior Companion Program - Non-Federal		667
732	Winnepesaukee Transit System		511
			<u>511</u>
		<b>TOTAL</b>	<b>\$ 1,504,542</b>



# Community Action Program Belknap—Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016  
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

## BOARD OF DIRECTORS

	<u>Term Expires</u>
Sara A. Lewko, <i>President</i>	Indefinite
Charles Russell, Esq., <i>Vice-President</i>	3/2014
Dennis Martino, <i>Secretary-Clerk</i>	3/2014
Kathy Goode, <i>Treasurer</i>	Indefinite
Heather Brown	1/2015
Nicolette Clark	1/2016
Susan Koerber	1/2016
Bill Johnson	Indefinite
Karen Painter	Indefinite
Theresa Cromwell	3/2014
Cindy Cantelo	1/2015
Matthew Hayward	1/2016

Public Sector – Indefinite  
Elected Sector – 3-year term  
Private Sector – 3-year term

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**ALTON**  
Senior Center.....875-7102  
Prospect View Housing .....875-3111

**BELMONT**  
Senior Center.....267-9867  
Heritage Terr. Housing.....267-8801

**BRADFORD**  
Senior Center.....938-2104

**CONCORD**  
Area Center.....225-6880  
Head Start.....224-6492  
Early Head Start.....224-6492  
Concord Area  
Meals-on-Wheels.....225-9092  
Concord Area Transit.....225-1989  
Horseshoe Pond Place.....228-6956  
WIC/CSFP.....225-2050  
Workplace Success.....223-2305

**EPSOM**  
Meadow Brook Housing ....736-8250

**FRANKLIN**  
Area Center.....934-3444  
Head Start.....934-2161  
Early Head Start.....934-2161  
Senior Center.....934-4151  
Family Planning.....934-4905  
Riverside Housing.....934-5340

**KEARSARGE VALLEY**  
Area Center.....456-2207  
Head Start.....456-2208  
North Ridge Housing.....456-3398

**LACONIA**  
Area Center.....524-5512  
Head Start.....528-5334  
Early Head Start.....528-5334  
Senior Center.....524-7689  
Family Planning.....524-5453  
Prenatal.....524-5453  
Winnepesaukee Transit.....528-2496  
Workplace Success.....524-4367

**MEREDITH**  
Area Center.....279-4096  
Senior Center.....279-5631

**OSSIPEE**  
Family Planning.....539-7552  
Prenatal.....539-7552

**PEMBROKE**  
Village at Pembroke Farms  
Housing.....485-1842

**PITTSFIELD**  
Senior Center.....435-8482  
Head Start.....435-6618  
Early Head Start.....435-6611

**PLYMOUTH**  
Family Planning.....536-3584

**SUNCOOK**  
Area Center.....465-7824  
Senior Center.....485-4254

**TILTON**  
Senior Center.....527-8291

COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.

CONCORD AREA TRANSIT AND WINNIPESAUKEE TRANSIT SYSTEM  
FTA SECTION 5311, 5317 AND 5310 AGREEMENT

JULY 1, 2013 THROUGH JUNE 30, 2015

KEY PERSONNEL

<u>Name and Title</u>	<u>Annual Salary</u>
Jim Sudak, Director, Concord Area Transit	\$ 45,903
Ralph Littlefield, Executive Director	\$118,448

**JAMES W. SUDAK**

Community Action Program Belknap-Merrimack Counties, Inc.  
P.O. Box 1016, Concord, NH 03302-1016  
(603) 225-3295 / [Jsudak@bm-cap.org](mailto:Jsudak@bm-cap.org)

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**OBJECTIVE:** To work for and with a company where my skills can be used to help provide and enhance public transportation in the community.

**EXPERIENCE:** Community Action Program Belknap-Merrimack Counties, Inc.  
Concord Area Transit  
P.O. Box 1016  
Concord, NH 03302

6/07 – to Present

**Director: Concord Area Transit / Winnepesaukee Transit**

As Director, my responsibilities include preparing budgets and financial reports for submission to New Hampshire Department of Transportation Bureau of Rail and Transit. I am also responsible for financial and operational oversight of both public transit systems. Other job duties include interacting with other directors within Community Action Program in an advisory capacity involving transportation needs.

1/99 – 6/07

**Operations Manager: Concord Area Transit / Winnepesaukee Transit**

Duties as Operations Manager included managing public transit, which includes rural transit, demand response, Head Start transportation and two public transit fixed-route systems in both Belknap/Merrimack Counties, along with all other agency transportation programs. I developed Central New Hampshire Transportation, a transit brokerage that coordinates transportation with other public and private organizations within the greater Concord area. Part of my communication skills include attending meetings for the agency, interviewing job applicants for the transit systems, and making hiring recommendations to directors within the agency. Maintain and evaluate all federal and state supplied equipment and provide reports accordingly.

Along with public relations, marketing and other financial entities and ensuring that all programs in the agency are trained to meet the federal, state and local license and training requirements. Some of these requirements are to train all drivers, supervisors and managers for the State of New Hampshire Department of Transportation Bureau of Rail and Transit.

Scott Concrete Products, Inc.  
108 West Road, Londonderry, NH 03053

8/91 – 1/99

**General Manager**

Oversee all company operations of manufacturing, general accounting to general ledger, employee recruiting and selection, implemented safety procedures and company policy. Daily tracking of all inventory used in production and outside sales. Ordered all raw materials as needed, resale items and a range of other items from diesel fuel to office supplies at the most economic rate. Scheduled all fleet repairs and maintenance to comply with Department of Transportation requirements.

James W. Sudak

Kollsman  
220 Daniel Webster Highway, Merrimack, NH 03054

11/89 - 5/91

Janus Optical Disk Supervisor

My primary responsibility was to support data operating systems which consisted of both main framed and networked micro processing work stations. Set up training procedures for all new employees and maintained performance reviews on one Coordinator, a staff of twelve Data Processing Operators and four Clerks. Products reports and maintained records on department cost and operating budgets. Also responsible for all system backups, tape library and troubleshoot any system failures on two 8350 Digital VAX Main Frame, networked personal computers, 6800 ADL Kodak Optical Disk System, two Auto CAD work stations, various optical scanning equipment and a wide range of plotters and printers. Provided customers support on problem solving and production schedules.

1/77 - 11/89

Traffic Department Supervisor

In the position of Traffic Supervisor I worked directly with Purchasing, Q.C., Engineering and Accounting to assure an uninterrupted flow of purchased items into manufacturing and storage areas using a multi-level MRP system. Procured a wide range of products and negotiated pricing and availability. Worked with in-house DCAS officers on various types of packing and packaging to comply with both long and short-term shipping and storage. Helped develop and implement the on-line system, linking Shipping and Receiving, Purchasing, Quality/Inventory Control and Accounts Payable/Receivable. Provided monthly reports on operating results and cost. I was also accountable for a 1.2 million dollar operating budget in the Traffic Department. Assured the timely and efficient shipment of products to customers domestic, international and military with a staff of twenty-one Shipper/Receivers and two clerical administrators.

**CERTIFICATIONS:**

State of New Hampshire Justice of the Peace

State of New Hampshire Department of Motor Vehicle Inspection Officer

State of New Hampshire D.O.T. Bureau of Rail and Transit

Trainer: Passenger Assistance Training  
Emergency Vehicle Evacuation  
Substance Abuse Drug and Alcohol

Braun Wheelchair Lift

National Transit Institute  
ADA Paratransit Eligibility Determination

National Transit Institute  
Managing the Cost of ADA Paratransit

Community Transportation Association of America  
Certified Professional Dispatcher

James W. Sudak

**EDUCATION:**

- 2009 Child Safety Seats Technician
- 2007 National Transit Institute - ADA Paratransit Eligibility Determination
- 2005 National Transit Institute – Managing the Cost of ADA Paratransit
- 2004 National Transit Institute – Market-based Ridership Strategies
- 1990 Digital Corp. - Utilities and Commands
- 1989 Kollsman - Management Training
- 1988 Access Computer Consultants - Computer Topics
- 1986 Kollsman - Supervisory Development
- 1985 Joint Military Packaging School - Military Packaging
- 1984 New Hampshire College - Management Curriculum
- 1976 New Hampshire Technical College – Automotive Technology

## RALPH LITTLEFIELD

Community Action Program Belknap-Merrimack Counties, Inc.  
P.O. Box 1016, Concord, NH 03302-1016  
(603) 225-3295 / [Rlittlefield@bm-cap.org](mailto:Rlittlefield@bm-cap.org)

### EDUCATION

High School – Winnacunnet High School, Graduated June 1966  
College – Keene State College, Keene, NH, Graduated May 1971  
Degree – Bachelor of Education

### EMPLOYMENT

January 1980 – Present

Community Action Program Belknap-Merrimack Counties, Inc.  
**Executive Director**

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of \$37 million dollars and a staff of 410 employees.

June 1978 – January 1980

Southwestern Community Services, Inc., Keene, New Hampshire  
Deputy Director

1976 – June 1978

Southwestern Community Services, Inc., Keene, New Hampshire  
Head Start Director

1974 – 1975

Southwestern Community Services, Inc., Keene, New Hampshire  
Program Coordinator-Food Stamp Program, Green Thumb Project,  
Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start  
Claremont, New Hampshire

June 1971 – General Services Director









Asset and Resource Information								
Vehicles								
<b>ADD NEW SERVICE</b>								
Revenue Vehicle Inventory ID Number	Number of Vehicles in Total Fleet	Vehicle Type	Vehicle Length (Infeet)	Seating Capacity	Year of Manufacture	Largest Source of Funding for Purchase / Lease of Vehicles	Number of ADA Accessible Vehicles in Fleet	Ownership Code
12 RV#	<input type="text"/>	Select	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select	<input type="text"/>	Select
13 RV#	<input type="text"/>	Select	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select	<input type="text"/>	Select
14 RV#	<input type="text"/>	Select	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select	<input type="text"/>	Select
14 Total	<input type="text"/>						<input type="text"/>	
Facilities								
15 Number of general purpose maintenance facilities	Owned by Service Provider	Owned by Public Agency or Service Provider	Leased by Public Agency or Service Provider	Leased by Service Provider	Total			
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
Other Resources								
16 Number of volunteer drivers	<input type="text"/>							
17 Number of personal vehicles in service	<input type="text"/>							
Service Data								
	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Regular Unlinked Passenger Trips	Sponsored Unlinked Passenger Trips	Total Trips			
18a Bus	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
18b Commuter Bus	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
18c Demand Response	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
18d Ferryboat	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
18e Taxi	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
18f Vanpool	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
18g Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
18 Total	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
Safety Data								
20 Reportable Incidents	<input type="text"/>							
21 Fatalities	<input type="text"/>							
22 Injuries	<input type="text"/>							



10k Other FTA Fund  Describe\*  10k  Describe\*

10l Other Federal  Describe\*  10l  Describe\*

11 Total Federal Assistance  11  Describe\*

11a Other Funds  11a  Describe\*

12 Total Annual Revenues Expended  12

Asset / Infrastructure Information

	a	b	c	d	e	f	g	h
	Number of Vehicles in Total Fleet	Vehicle Type	Vehicle Length (in feet)	Seating Capacity	Year of Manufacture	Largest Source of Funding for Purchase /Lease of Vehicles	Number of ADA Accessible Vehicles in Fleet	Ownership Code
13a RV/#	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	Select <input type="text"/>
13b RV/#	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	Select <input type="text"/>
13c RV/#	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	Select <input type="text"/>
14 Total	<input type="text"/>							

15 Number of general purpose maintenance facilities

a	b	c	d	e
Owned by Service Provider	Owned by Public Agency for Service Provider	Leased by Public Agency for Service Provider	Leased by Service Provider	Total
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Other Resources

16 Number of volunteer drivers

17 Number of personal vehicles in service

18 Total annual taxicab unlinked trips

Service Data

	a	b	c	d	e	f	g
	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Regular Unlinked Passenger Trips	Sponsored Unlinked Passenger Trips	Total Trips		
19a Bus	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
19b Demand Response	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
19c Vanpool	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
19d Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
20 Total	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		

Safety Data

21 Reportable Incidents

22 Fatalities

23 Injuries