INVITATION FOR BIDS

- Management, Operation and Maintenance of the Columbia County Rural Public Transportation System

- The Columbia County Board of Supervisors will receive and publicly open Bids at the County Office Building, 401 State Street, Hudson, New York 12534 on November 22, 2019 at 3:00 P.M.

- Questions should be submitted by email only to Michael.Myers@columbiacountyny.com.

- The County of Columbia reserves the right to reject in whole or in part any and all Bids.

- Bids mailed or otherwise submitted must be received no later than the stated date and time.

- Bids submitted later than the above mentioned time will not be considered.

- An original and one (1) copy and one (1) USB Flash Drive in PDF format of all Bids are to be submitted to:

  Columbia County Central Services
  County Office Building
  401 State Street
  Hudson, New York 12534
  Phone: (518) 828-2031

ATTENTION: Failure to indicate “INVITATION FOR BIDS: MANAGEMENT, OPERATION AND MAINTENANCE OF THE COLUMBIA COUNTY RURAL PUBLIC TRANSPORTATION SYSTEM” on the outside of the Bid envelope of the Bid might necessitate the premature opening of the Bid which might compromise its confidentiality.
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>INVITATION FOR BIDS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intent</td>
<td>4</td>
</tr>
<tr>
<td>Submission of Bids</td>
<td>4</td>
</tr>
<tr>
<td>Basis for Award</td>
<td>5</td>
</tr>
<tr>
<td>Definitions</td>
<td>5</td>
</tr>
<tr>
<td>Relationship between Selected Contractor and Columbia County after Award</td>
<td>5</td>
</tr>
<tr>
<td>Bid Format</td>
<td>6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GENERAL PROVISIONS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope</td>
<td>7</td>
</tr>
<tr>
<td>Contractor Information</td>
<td>7</td>
</tr>
<tr>
<td>References</td>
<td>7</td>
</tr>
<tr>
<td>Contract Period</td>
<td>7</td>
</tr>
<tr>
<td>Contractor Responsibilities</td>
<td>7</td>
</tr>
<tr>
<td>Route Structure</td>
<td>7</td>
</tr>
<tr>
<td>Route Deviation</td>
<td>7</td>
</tr>
<tr>
<td>Estimated Ridership</td>
<td>8</td>
</tr>
<tr>
<td>System Growth</td>
<td>8</td>
</tr>
<tr>
<td>On-Time Performance: Fixed Routes</td>
<td>8</td>
</tr>
<tr>
<td>Phone Service</td>
<td>9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drivers</td>
<td>9</td>
</tr>
<tr>
<td>Driver Logs</td>
<td>9</td>
</tr>
<tr>
<td>Complaint Logs</td>
<td>9</td>
</tr>
<tr>
<td>Injury Forms</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VEHICLES</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Type/Age</td>
<td>10</td>
</tr>
<tr>
<td>Spare Vehicles</td>
<td>10</td>
</tr>
<tr>
<td>Vehicle Markings</td>
<td>11</td>
</tr>
<tr>
<td>Licensing</td>
<td>11</td>
</tr>
<tr>
<td>Maintenance, Maintenance Location, and Garage Location</td>
<td>11</td>
</tr>
<tr>
<td>Damage</td>
<td>12</td>
</tr>
<tr>
<td>Vehicle Usage</td>
<td>12</td>
</tr>
<tr>
<td>Fuel Provision (Diesel)</td>
<td>12</td>
</tr>
<tr>
<td>Radios</td>
<td>13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSURANCE/ACCIDENT REQUIREMENTS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature - Cancellation - Additional Insured Status</td>
<td>14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PASSENGERS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADA Compliance: Service Contractor's Responsibility</td>
<td>15</td>
</tr>
<tr>
<td>Safety and Sensitivity of Passengers</td>
<td>15</td>
</tr>
</tbody>
</table>
**MISCELLANEOUS**

- Advertising/ Marketing 15
- Billing 15

**BID REQUIREMENTS**

- Transmittal Letter 16
- Exceptions 16
- Bids 16
- Technical Specifications 17
- Bid Terms and Conditions 18
- Assignment and Subcontracting 20
- Appeal Procedures 21
- Conflicts Of Interest 22

**CERTIFICATIONS**

- Bidder's Certification and Assignment of Claim 23
- Non-Collusive Bidding Certification 24
- Certification Regarding Lobbying 26
- Government-Wide Debarment and Suspension Certification 27
- Certificate of Eligibility 28
- Equal Employment Opportunity 29
- Disadvantaged Business Enterprise Utilization 30
- Addenda Page 31

**BID SUBMISSION DOCUMENTS CHECKLIST** 32

**COLUMBIA COUNTY POLICIES**

- Columbia County Code of Conduct 39
- Columbia County Conflict of Interest Policy 40

**APPENDICIES**

- Appendix A - Standard Clauses for New York State Contracts 43
- Appendix B - U.S. Government (FTA) Required Clauses 50
- Appendix C - Ridership 83
- Appendix D - Third Party Agreement (Sample) 84
- Appendix E – Inventory of County Owned Vehicles 90
- Appendix F - Performance Standards 91
- Appendix G - Bus Routes and Fee Schedule 93
- Appendix H - 119-r Sample Agreement 97
- Appendix I - Third Party Lease and Service Agreement For Capital Equipment (Sample) 100
INVITATION FOR BID

Management, Operation and Maintenance of the Columbia County
Rural Public Transportation System

Intent

It is the intent of Columbia County to contract for the operation and management of the County's public transportation system. The operator will operate an existing fixed route system with route deviation service throughout Columbia County. The County desires to contract with a firm with expertise in the field of passenger transportation. The solicitation of bids shall occur on www.columbiacountyny.com, New York State Contract Reporter, in the Register Star newspaper and through direct mailing to known transportation providers.

Submission of Bids

An original and one (1) copy and one (1) USB Flash Drive in PDF format of all Bids are to be submitted to:

Columbia County Central Services
County Office Building
401 State Street
Hudson, New York 12534
Phone: (518) 828-2031

NO LATER THAN NOVEMBER 22, 2019 at 3:00 P.M.

Clearly mark envelope: “INVITATION FOR BID: Management, Operation and Maintenance of the Columbia County Rural Public Transportation System.”

Bids received after the submission deadline shall be returned unopened and will not be considered. The county is not responsible for delivery delays and the clock at the county Purchasing Office shall indicate the official time of receipt.

The signer of the Bid, guaranteeing authenticity must initial any alterations, interlineations or erasure on the Bid.

All changes in connection with this Bid will be issued in the form of a written addendum and sent to all known potential respondents, Contractors of record and any other party requesting a copy of this IFB not less than five (5) working days prior to the Bid due date. Signed acknowledgement of receipt of each addendum must be submitted with each Bid.

A Bid, including all prices, may not be withdrawn, modified or canceled by the Contractor for a period of sixty (60) days following the Bid deadline and the Contractor so agrees upon submission of the Bid. Once selected, the Contractor agrees to extend submitted prices, if needed, during the contract negotiation period.

Columbia County will serve as the sponsor and conduit for any applicable State and Federal funds to support this project. Columbia County retains the right to reject any or all Bids and to withdraw this Invitation at any time.

Columbia County is an equal opportunity employer.
**Basis for Award**

Submission of a Bid implies the Contractor's acceptance of the basis for award and Contractor recognition that subjective judgments must be made by the County.

Proposals shall be evaluated based on the requirements set forth in the Invitation for Bid. Selection of the firm will be at the discretion of the County as defined in the County's adopted expenditure policy, and will be based on the proposal that the County deems to be the most responsive, responsible and serves the best interest of the County, and in accordance with Columbia County Local Law 1 of 2014 on the basis of best value.

Selected proposers may be required to make on-site oral and visual presentation or demonstrations at the request of the County. The County will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposers.

All bidders must meet the minimum technical requirements listed in Technical Specifications Section. The County reserves the right to reject any and all Bids as a whole or in part.

**Definitions**

Whenever the following terms or abbreviations are used in the Bid, the intent and meaning shall be interpreted as follows:

"ADA" means the Americans with Disabilities Act of 1990.

"County" means Columbia County.

“Provider / Carrier / Contractor” may be used interchangeably throughout this Invitation for Bid.

"STOA" means New York State Operating Assistance funds.

**Relationship between Selected Contractor and Columbia County after Award**

After selection, the successful Contractor will enter into a contract with Columbia County (see SAMPLE AGREEMENT at Appendix B). Columbia County will administer the contract, monitor Contractor performance, and serve as the designated recipient of all federal and state grant funds that have been designated to support this service. Fares collected shall be deposited bi-weekly by the Contractor and in accordance with procedures to be specified by the County. Columbia County shall apply all fare box revenue to offset operating costs of the system. The County will keep all advertising revenue, should such occur, to offset operating costs of the system.
Bid Format

Each Bid shall contain the following in the specified order:

- Transmittal Letter
- Exception Pricing (*if necessary*)
- Bid Price(s)
- Satisfaction of Technical Specifications
- Description of Services and Demonstrating Understanding of Project
- Terms and Conditions

All Bids must be typed on standard 8½" x 11" paper. All Bids must submit all required forms and documents requested.

The completed Bid shall be sealed for delivery to the County per instructions above. All documents included in the Bid and outside of the envelope must be labeled with the Contractor's name and the title of “Invitation for Bids”.
GENERAL PROVISIONS

Scope

Columbia County requires a firm with expertise in the passenger transportation field to manage, operate and maintain Columbia County's Rural Public Transportation System.

Contractor Information

The successful Contractor must be a reputable, established and financially stable Contractor of the service requested. The County requires assurance that the Contractor has a high probability of remaining in business during the term of the contract resulting from this request.

References

A list of current and past customers to whom the Contractor is or has performed similar services shall be provided including names of the organization, addresses, contact persons and telephone numbers. Other pertinent references may be given at the Contractor's discretion.

Contract Period

The contract resulting from this Invitation for Bids will be for three (3) years with an option for two (2) one-year extensions, commencing on the date a contract is signed between the Contractor and the County. The County shall have the option to renew its contract with the successful Contractor subject to negotiation and agreement between both parties and subject to the approval of the New York State Department of Transportation.

Contractor Responsibilities

The successful Contractor will provide complete management, operations, and maintenance services to support the proposed service.

The selected Contractor shall be knowledgeable of New York State and Federal requirements, permits, and other authorities needed to perform the scope of services described herein. Evidence of such authorities shall be provided with the Contractor's Bid. Omission of any requirement from this Section does not relieve the selected Contractor from its obligation in this area. The selected Contractor shall obtain appropriate NYSDOT permits and operating authority to operate this service prior to the start of service. Contractor will be compliant with all BAITFISH requirements either when the contract commences or in a manner or timeframe as prescribed by NYS DOT.

Route Structure

The County shall reserve the right to determine the route structure based on the needs of the service population. In addition, the County shall reserve the right to change said route structure if necessary during the period of contract based on the needs of the service population. Sample route structures are attached to this Invitation for Bid (See Attached Appendix “E”).
**Route Deviation**

All routes will include route deviation which allows a bus to deviate from its fixed route up to 3/4 of a mile on either side of the scheduled route in order to provide access to the disabled and the non-disabled alike. A record of such deviations shall be maintained in order for the County to periodically re-examine this standard. The operator may charge double for route deviation.

It is each Contractor's responsibility to familiarize themselves with each route prior to submitting their Bid.

**Estimated Ridership**

Statistical data regarding current ridership is found in Appendix A. The County offers this general information, but makes no representation that the Contractor will be guaranteed this level of ridership. Information contained in APPENDICES is provided only to assist Contractors in assessing the market, which shall be solely the responsibility of the Contractor.

**System Growth**

The Contractor will work closely with the County to determine and meet community needs, propose options and alternatives. The selected Contractor will demonstrate an ability to work closely with the County towards continued coordination of all transportation systems/networks, including private, public, and not-for-profit agencies in order to maximize use of any and all existing vehicles, to fulfill unmet needs and reduce duplication of service. Any change in the service or schedule shall be at the option of the County. Columbia County reserves the right to terminate or expand service, subject to NYSDOT approval. Should this occur, payment to the Contractor by the County shall be reduced or increased proportionately according to the agreed upon cost per mile or cost per hour rate. Should service be modified to the extent that hours of service, number of buses or total miles are effected by more than 10% at the end of any annual reporting date or anniversary of the contract, the Contractor and/or the County can enter into negotiation to modify the contract amount.

**On-Time Performance: Fixed Routes**

The Contractor will be required to meet on-time performance standards. Fixed-route trips will be considered "on-time" as long as they run no longer than 10 minutes later than the scheduled time.

A published schedule will provide approximate times and pre-determined locations where riders can easily identify and depend on fixed route vehicles arriving consistently and within no more than 10 minutes of the published times.

Consistency and dependability shall be maintained except where/when adverse weather or road conditions may prohibit. (See Appendix D)

- Any changes in fare structure are subject to review and approval by the County prior to implementation.
- Contractors will specify fare collection procedures, whether or not vehicles are
equipped with a farebox, and provide a secure method of collecting fares in accordance with accepted industry standards.

- Farebox revenues shall be tabulated daily and recorded.
- Monthly reports shall be provided to the County and NYSDOT as part of operating assistance requests.
- **Farebox revenues will be deposited to the County Treasurer**

**Phone Service**

A local line shall be dedicated and staffed during operating hours. Schedule information shall be readily available and understandable to the public. The Contractor will schedule route deviation service.

The Contractor shall be required to keep a log of all complaints and comments received concerning service and to bring such complaints and comments to the attention of the County within two working days of receipt. If there has been a complaint about service, the Contractor shall reply, in writing, to the County indicating the corrective action taken to remedy any deficiency.

**PERSONNEL**

- The Contractor shall furnish adequate, qualified, trained personnel to manage, operate, and maintain the transportation services as described by this Invitation for Bid.

- Contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. The Contractor shall comply with the requirements of employee liability, Worker's Compensation, unemployment insurance, Social Security, and all other applicable laws.

**Drivers**

The Contractor shall supply the required number of properly qualified personnel to operate the equipment and to provide required services. Each of the Contractor's employees shall, at all times while on duty in the performance of services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public.

**Driver Logs**

Drivers will be required to maintain vehicle logs for each day of service. Logs will include total number of passengers on each trip, daily vehicle mileage, miles and hours of revenue service operated, vehicle utilized, fares collected (e.g. full fare, transfers, tokens, etc.) and other pertinent information deemed necessary by the County and NYSDOT. Data shall be submitted to the County on a monthly basis in a manner and form prescribed by the County.

**Complaint Logs**

County issued daily complaint logs shall be maintained by the Contractor for each bus
route. Logs will include the driver name, name and contact information for the complainant, nature of the complaint, time and location of the complaint and any other miscellaneous information deemed relevant by the individual receiving the complaint. Separate logs for each bus route shall be submitted to the County Public Transportation Coordinator on a monthly basis.

**Injury Forms**

County issued injury forms shall be completed in each instance that an injury is alleged to have occurred involving a bus route. Forms will include the driver name, name and contact information for the alleged injured party as well as witnesses, the nature of the alleged injury, time and location of the alleged injury, bus number and any other miscellaneous information deemed relevant. Said forms shall be submitted to the County Public Transportation Coordinator within 24 hours of the alleged occurrence. Additionally, all accidents must be immediately reported to Columbia County, the Columbia County Attorney, and the Columbia County Sheriff.

**VEHICLES**

The County has five buses available for service which are listed in Appendix C. When County owned buses are not available due to repair or maintenance, the Contractor will be required to provide buses of equal quality. For example, a school bus or similar would NOT be an acceptable replacement. The Contractor will be responsible for providing and maintaining the requisite vehicles to operate the proposed service in accordance with all Federal, State and local regulations governing their use. All of the vehicles shall be available for inspection. See attached Appendix “C” for more detail. All county-owned vehicles will be leased to the selected Contractor at a fee of $1/year.

**Vehicle Type/Age**

Bids shall describe in detail the size and type of additional vehicles proposed to meet the needs for the service proposed.

Vehicles may be new or used, leased or owned by the Contractor.

At a minimum, vehicles shall comply with all ADA requirements and meet all NYSDOT inspection and licensing requirements.

Buses shall be rotated to prevent excess mileage and wear and tear.

The Contractor will provide quarterly mileage reports for each bus.

**Spare Vehicles**

The selected Contractor is required to have at their immediate disposal sufficient spare
vehicles to meet service needs. It is the Contractor's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements. Contractor-provided vehicles shall be comparable in size, configuration and appearance to County-supplied vehicles.

**Vehicle Markings**

Regardless of whether vehicles are leased or owned by the Contractor, all vehicles must be painted any other color than school bus yellow with common markings. Lettering must clearly identify vehicles as a public transportation service. This applies to County and non-County owned vehicles used in the public system, (i.e. The Carrier must have lettering on its own vehicles if used in any public transit.) The words "Columbia County Transportation" in large letters must be on the side of the vehicles. Magnetic signs may be used by the Contractor to cover existing lettering, provided they meet these requirements.

- The Contractor shall meet any additional State and Federal regulations regarding vehicle markings.
- Contractor shall provide sufficient back-up vehicles in order to ensure continuation of service during any mechanical breakdown.

**Licensing**

It shall be the Contractor's responsibility to keep all vehicles fully licensed and inspected as required by the State of New York and applicable local government agencies. The operator must comply with all State and local vehicle registration, permitting and regulatory requirements.

**Safety Inspections**

The Contractor shall perform daily safety inspections of vehicles prior to beginning each day's service. In order to pass inspection vehicles must be in compliance with all applicable government regulations. Any vehicle not passing the daily pre-trip inspection will not be used for service until the reason for failing inspection has been corrected.

**Maintenance, Maintenance Location, and Garage Location**

The Contractor shall, at its expense, maintain all vehicles used for this program in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards. Where duplicate standards exist, the Contractor shall be required to maintain vehicles in accordance with the stricter standards. Vehicles will be kept clean and litter free inside. Exteriors will be washed a minimum of twice weekly. Interiors shall be swept clean daily and washed weekly or more often if needed in winter months.

Service records will be retained for all vehicles and must be available for County or NYSDOT inspection during normal office hours. The Contractor shall describe how and where vehicles will be maintained, and any maintenance system or procedures that will be utilized.
**Damage**

All physical damage to vehicles, regardless of cause, shall be repaired within 30 days of occurrence in a high quality manner. In order to extend the repair period beyond 30 days, Contractor must receive prior written authorization from Columbia County. When a vehicle cannot be repaired or is "totaled", the Contractor shall keep the County apprised as to the status of the vehicle in terms of resolving insurance claims.

**Vehicle Usage**

Vehicles are to be used solely for the provision of this service. County-owned vehicles shall not be used for any separate contract work the Contractor may provide.

There shall be no smoking, beverages or food consumed on the vehicles.

**Fuel Provision (Diesel)**

1. The Municipal Corporation will allow the Carrier to purchase fuel from the Municipal Corporation’s Petro Vend Fuel Management System, at a rate determined by the Municipal Corporation, in its discretion, plus a ten cent ($0.10) per gallon surcharge.

2. The Municipal Corporation will provide the Carrier with a key and a PIN number for each bus that will be utilizing the Petro Vend Fuel Management System.

3. The Carrier will use the fuel purchased from the Municipal Corporation’s Petro Vend Fuel Management System exclusively for the purposes of the Third Party Agreement and shall not use such gasoline for any other purpose.

4. The Municipal Corporation will provide access to the Columbia County Highway Department located at 178 Route 23B in the Town of Greenport to the Carrier so that the Carrier may store and clean its buses, provided that such storage and cleaning will not interfere with the business and practices of the Columbia County Highway Department.

5. The Carrier hereby agrees to indemnify and hold harmless the Municipal Corporation, and the officers, agents, and employees of said Municipal Corporation, from and against all loss, damage, claims, demands, causes of action, liabilities and judgments arising out of bodily injury or property damage of whatever kind or nature, caused by Carrier and/or its employees, and arising out of Carrier’s performance of this agreement. Additionally, the Carrier agrees to hold harmless and indemnify the Municipal Corporation from the following potential claims:

6. Any claim, assessment, penalty, and/or any damages arising from an audit conducted or charge imposed by the State of New York and any agency thereof against the Municipal Corporation for failure to charge, collect or impose a sales, use or any tax
which may be required on the fuel sold and/or provided by the Municipal Corporation to the Carrier, and

7. For projection purposes, Columbia County 2020 budget is using an estimate of **$3.00 per gallon of fuel. This is NOT a guaranteed price and Contractor will not be allowed to adjust the contractual price**

**Radios**

The selected Contractor must furnish two-way communication. Contractors shall describe such equipment, indicating the location of the base station, repeaters, broadcast antenna, etc. As routes expand, Contractors shall plan to provide comparable radio coverage. It shall be the Contractor's responsibility to possess and maintain all required FCC licenses/permits.

**INSURANCE/ACCIDENT REQUIREMENTS**

All accidents must be reported immediately to Columbia County, the Columbia County Attorney, and the Columbia County Sheriff. All moving violations issued to drivers must immediately be reported to the County Public Transportation Coordinator.

Before commencing work, the successful Contractor and any subcontractor shall furnish evidence of a Certificate of Insurance (ACORD Form 25 or 25-S), acceptable to the County, that The Contractor has procured and will maintain until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified.

A. **Workers’ Compensation** - Statutory Workers’ Compensation, Employer’s liability and New York State Disability in accordance with the Workers’ Compensation and disability benefits laws of the State of New York; or

B. **Auto Liability and Auto No-Fault**

1. Liability - Monetary Limits - $3,000,000 per accident

   - Coverage shall provide for any vicarious liability of the County of Columbia and be applicable to all owned, non-owned, hired, borrowed or temporarily used vehicles by Consultant.

C. **General Liability** - Comprehensive or Commercial Form

1. Coverages to be indicated on certificate
   a. Bodily Injury
b. Property Damage
c. Personal Injury
d. Blanket Contractual Liability
e.

2. Monetary Limits -
   $1,000,000 per occurrence
   $3,000,000 annual aggregate

   - County of Columbia shall be named as an additional insured.

   Each Certificate of Insurance evidencing General Liability coverage must contain
   the following language verbatim:

   **D. Umbrella Excess Liability - Certificate Required**

1. Monetary Limit: $5,000,000 in excess of basic limits required above
   for Auto and General Liability.

**Signature - Cancellation - Additional Insured Status**

a. Each policy or certificate of insurance required herein, and a licensed resident
   agent thereto, must sign each endorsement. Autograph signatures are required;
   facsimile or stamped signatures are not acceptable.

b. Each policy or certificate of insurance required herein shall contain the following
   endorsement:

   "In the event of any material alteration or cancellation of
   this policy, thirty (30) days written notice shall be given to
   the Columbia County Attorney, 401 State Street, Suite 2B,
   Hudson, New York 12534"

   - Under "REMARKS" on each Certificate evidencing Commercial General
     Liability Coverage, the County of Columbia must be named as an additional
     insured.

   In the event such insurance shall lapse, the County expressly reserves the right to renew
   the insurance, or at its option deem the Agreement cancelled provided that the County shall give
   Contractor thirty (30) days prior notice of its intent to cancel and an opportunity to cure. The
   amount or amounts of said policy or policies shall not be deemed as a limitation of Contractor's
   agreement to save and hold harmless the County, and in the event the County should become
   liable in an amount in excess of the amount or amounts of said policy or policies, then
   Contractor shall save the County harmless from the whole thereof.
PASSENGERS

ADA Compliance: Service Contractor's Responsibility

Services provided under contract to Columbia County are subject to the provision of the Americans with Disabilities Act of 1990 and the regulations promulgated by the Federal Transit Administration pursuant thereto. These regulations will impact the employment, vehicle acquisition requirements, and the manner in which services are operated. In order to meet ADA requirements, the system may operate as fixed route, with complementary paratransit service at a level of service that is comparable to that provided on the fixed route system; or as an alternative route deviation can be provided, but it should be available to all persons regardless of disabilities.

Safety and Sensitivity of Passengers

The Contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with a fire extinguisher and appropriate first aid kits, which shall be furnished by the Contractor. Contractor will be responsible for submitting NYSDOT System Safety Plan within the required time frame.

ADVERTISING/ MARKETING

Contractor shall be responsible for dissemination of County supplied schedules on the buses. The County shall work with the public and private sector to keep a supply of brochures in places those potential and established riders frequent. Contractor shall be knowledgeable of all marketing and advertising campaigns initiated by the County. The County shall advertise the availability of the service including routes, schedules, hours of operation, and the telephone number for obtaining information.

BILLING

On a monthly basis, the Contractor will provide Columbia County with a detailed invoice. Each invoice shall document number of service hours and days including off days due to weather or mechanical issues, revenue miles, number of passengers and agencies served. The report will include each route's ridership by fare type including pre-paid fares and total trips. Columbia County will then file all reports and applications as required by NYSDOT.

Columbia County will pay the Contractor, upon receipt and approval of a complete and accurate invoice, within the County's prescribed Contractor payment schedule. All invoices shall be signed by the chief financial officer of the Contractor's company so as to guarantee authenticity of the stated request. Columbia County may, at any time, conduct an audit of any and/or all records kept by the Contractor of this service. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices.
BID REQUIREMENTS

TRANSMITTAL LETTER

Responses shall contain a transmittal letter that must be typed on the Contractor’s 8½” x 11” stationary and include the following:

1. The identification of the Contractor submitting the Bid.
2. The name, title, phone, and fax numbers of the person or persons authorized to contractually obligate the Contractor with this Bid and in future negotiations.
3. The names, titles and telephone numbers of the persons to be contacted for clarifications.
4. Description of firm’s qualifications and experience.
5. An indication of acceptance of the general provisions, requirements and contract terms as described within this Invitation for Bid.
6. An acknowledgment of receipt of all amendments to this request.
7. A person who is authorized to obligate the Contractor in a contract offer must sign the letter.

EXCEPTIONS

Unless explicitly stated in the Bid, the County shall assume that all Bids are in full compliance with all specifications, without exception.

All items in the Bid that are not in full compliance or that vary from any of the specifications shall be clearly defined as exceptions. Specific reference to the relevant section(s) in the specifications and the precise nature of the variance or non-compliance shall be clearly stated in the Bids.

The County reserves the right to accept any and/or all/none of the exceptions(s) substitution(s) deemed to be in the best interest of the County.

Non-compliance or variance with any items in the specifications shall not necessarily result in rejection of a Bid.

BIDS

Pricing is to be based on the total cost to manage, operate and maintain public transportation services for Columbia County during the project period. The contract resulting from this Invitation for Bids will be for three (3) years commencing on the date a contract is signed between the Contractor and the County. The County shall have the option to renew its contract with the successful Contractor subject to negotiation and agreement between both parties and subject to the approval of the New York State Department of Transportation. In awarding the contract to the successful Contractor, the total cost submitted as a result of this Invitation needs to be a per mile rate and payment to the successful Contractor will be based on
the actual revenue vehicle miles of service provided. Actual beginning date of service will be dependent upon the execution of a contract between the County and the successful Contractor and the successful Contractor's compliance with the New York Department of Transportation's regulations concerning operating authority, insurance, tariff, vehicle inspection and identification.

The annual revenue vehicle miles of operation for the proposed service are estimated to be 135,000. "Revenue vehicle miles" means the actual miles driven by the Contractor's vehicles while providing service as specified in the timetable and excluding deadhead mileage. "Deadhead mileage" means vehicle travel between the garage and the beginning of the route where passengers may board. Other deadhead mileage includes vehicle travel from the end of one route to the beginning of another route and travel from the end of a route to a garage or other storage facility.

The total annual revenue vehicle hours of operation for the proposed service are estimated to be 4,000. "Revenue vehicle hours" means the actual hours driven by the Contractor's vehicles while providing service as specified in the timetable.

The Bid shall include either:

- **Option 1:** Per mile price using the Contractor’s own vehicles,

  AND;

  Per mile price whereby the Contractor leases the requisite vehicles from the County to operate the proposed service;

  OR

- **Option 2:** Contractor may provide a single per mile price.

**TECHNICAL SPECIFICATIONS**

1. Bidders must submit documentation of safety inspection rating by NYSDOT. Bidders must have a rating of no less than 90%.

2. Bidders must submit documentation of the ability to access and provide adequate replacement vehicles when County owned buses are not available.

3. Bidders must have at least 10 (ten) years in the transportation of passengers industry.
TERMS AND CONDITIONS

**Bids:** All Bids are open to negotiation until a contract is executed. The County shall not be liable for any costs incurred by the Contractor in preparing a response to this Invitation. Contractors will submit Bids at their own risk and expense. The County makes no guarantee that any services will be contracted as a result of this Invitation, and reserves the right to reject any and all Bids. All Bids and their accompanying documentation will become the property of the County. The County will not be obligated to the Contractor for services until authorized County officials have a signed contract.

**Payment:** The County does not make payment upon signing of a contract. Payment is only made after receipt and acceptance of detailed monthly invoices which includes a report of the number of service days, revenue miles and passengers. Final payment will not be made until completion of all aspects of the contract resulting from this Invitation for Bid.

**Confidentiality:** To the extent permitted by law, Contractors may request in writing non-disclosure of confidential data. Such data shall accompany the Bid, be clearly identified, and shall be placed in an envelope clearly marked "Confidential Data" and submitted with the Bid. Any request to keep the entire Bid confidential cannot be honored. Pricing becomes public information at the time of the opening.

**Regulatory Requirements:** Any contract entered into pursuant to these specifications will be subject to the applicable terms and conditions of the county's financial assistance agreement with the State of New York and the contract of financial assistance between the State of New York and the U.S. Department of Transportation.

The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of transit services.

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

**Assignment of Contract or Subcontracting:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Contractor shall not subcontract any part of the work without the prior written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Contractor.

**Licenses, Permits & Taxes:** The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract.

**Protest Procedure:** Any Contractor who makes a claim that Columbia County violated
general law concerning this procurement and subsequent award may file a protest with the Columbia County Attorney. Protests must be filed in writing within five (5) days following the day Notice of Intent to Award is provided to the unsuccessful Contractor. The County Attorney shall issue a written determination no later than seven (7) days after receipt of a written protest. The decision of the County Attorney shall be considered final.

**DBE Obligation:** The selected Contractor will be expected to assist the County in meeting its Disadvantaged Business Enterprise obligation throughout the period of performance under this contract.

**Disadvantaged Business Enterprise (DBE) and Women Business Enterprise (WBE):**
It is policy that disadvantaged business enterprises as defined by 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement. It is therefore agreed that disadvantaged business enterprises as defined in 49 CFR Part 23 will be afforded maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Contractors shall take all necessary and reasonable steps on accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

**Buy America:** If applicable, the Contractor shall comply with applicable Buy America requirements set forth under the requirements of Section 165(a) of the Surface Transportation Act of 1982 and the applicable regulations in 49 CFR Part 661, as amended.

**Severability:** In the event any provision of the contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

**Cargo Preference:** If applicable, 46 U.S.C. 1241 (b)(1) and 46 CFR Part 381 impose cargo preference requirements on the shipment of foreign made goods, requirements therein apply to the contract arising from this procurement.

**Davis-Bacon Act and Copeland Act:** If applicable, the selected Contractor shall comply with the provisions under the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by the Department of Labor regulations (29 CFR, part 5). If applicable, the Contractor shall also comply with the provisions under the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).

**Availability of Funds:** Should Columbia County fail to appropriate and/or receive grant funds for this contract, said contract shall be terminated, at no charge to the County, when existing funding is exhausted. In the event this should occur, Contractor will be provided 60 days notice in advance of termination, or such lesser notice as the County receives.

**Prevention of Prohibited Drug Use in Transit Operations:** Contractors are required to
comply with the following regulations: Drug Free Workplace as required by the Drug Free Workplace Act of 1988, 49 CFR Part 29 and Drug and Alcohol Policy and Testing Program, 49 CFR Parts 40 and 655. Before start up of operations, the Contractor will provide a drug and alcohol testing policy and program which will be reviewed and approved by NYSDOT. The County shall take an active role in overseeing this program. By program, the operator should have arrangements/agreements for collection sites, MRO's, BAT's, SAP's, TPA's and laboratories in place. Procedures should also be in place that document how each testing event (pre-employment, random, reasonable suspicion, post accident, follow up and return to duty) is handled. Secure filing of all required records must be in place. Contractor shall secure documentation that employees have received, read and understood the policy, received the 60 minutes of training, supervisors have received the 2 hours of training, and all safety sensitive employees have negative pre-employment drug tests before performing safety sensitive duties. The Contractor will comply with all requirements referred to in the FTA 2002 Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit. The selected Contractor will comply with all requirements issued by the USDOT in this area and will undertake and manage the County's compliance activities under this program on behalf of the county.

Prevention of Alcohol Misuse in Transit Operations: Contractors are hereby advised that the U.S. Department of Transportation, Federal Transit Administration has rules that would require recipients of Federal transit assistance to comply with the agency's alcohol misuse policies (49 CFR Part 655). The rules would require that Columbia County (1) develop a policy with respect to illegal use of alcohol in transit operations; (2) provide information/education to transit employees on the dangers of alcohol use in transit operations; and (3) institute an alcohol testing program for transit employees, or the employees of the County's subcontractors, that perform "safety sensitive" job duties (and those persons who supervise workers in safety sensitive positions) to include pre-employment, post-accident, return-to-duty, reasonable suspicion, and random testing.

The selected Contractor will comply with all requirements issued by the USDOT in this area and will undertake and manage the County's compliance activities under this program on behalf of the County.

Compliance with New York State Laws: The laws of the State of New York shall in all respects govern this procedure.

ASSIGNMENT AND SUBCONTRACTING

The proposer shall not assign any of its rights, interests or obligations under this agreement, or subcontract any of the services to be performed by it under this agreement, without the prior express written consent of the chief elected official or their designate of the municipality. Any such subcontract, assignment, transfer, conveyance or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the municipality shall be subject to all of the terms and conditions of this agreement.
Failure of the proposer to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the municipality and if so terminated, the municipality shall thereupon be relieved and discharged from any further liability and obligation to the proposer, its assignees or transferees, and all monies that may become due under this agreement shall be forfeited to the municipality except so much thereof as may be necessary to pay the proposer's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the proposer for the benefit of its creditors made pursuant to the laws of the State of New York. This agreement may be assigned by the municipality to any County, corporation, agency, or instrumentality having authority to accept such assignment.

**APPEAL PROCEDURES**

(a) The municipal corporation reserves the right to postpone bid openings for its own convenience.

(b) Changes to the specifications will be made by addendum.

(c) The municipal corporation reserves the right to schedule a pre-bid and/or pre-proposal meeting(s) with Contractors after the Invitation has been offered and before offers are received. This, however, does not relieve Contractors from the written, documented requests required by paragraphs (d) and (g) below.

(d) Requests for approved equals, clarification of specifications and protests of specifications must be received by the municipal corporation in writing, on the attached form, not less than 30 days before the date of scheduled bid opening. Any request for any approved equal or protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for approved equal must be submitted with the request for approved equal.

(e) Any approvals of equals or exceptions to the specifications shall be sent to all prospective bidders.

(f) The municipal corporation's replies to requests under paragraph (d) above will be postmarked at least ten (10) days before the date scheduled for bid opening.

(g) Pre-Proposal Opening Appeal or Protest: Appeal or protest of the decision of the municipal corporation by a prime Contractor or by an adversely affected subcontractor must be in writing and received by the municipal corporation not less than three (3) full working days before bid opening or it will not be considered. Within five days of receipt of the appeal, the municipal corporation
will render one of the following determinations listed in paragraph (i):

(h) Post-Proposal Opening Appeal or Protest: An appeal or protest of the decision of the municipal corporation by a prime Contractor or by an adversely affected subcontractor must be in writing and received by the municipal corporation not less than twenty-four hours before the scheduled time and date for the award of a contract. Within five days of receipt of the appeal, the municipal corporation will render one of the determinations listed in paragraph (i):

(i) Rulings on Appeals or Protest: Within five days, the municipal corporation shall render one of the following determinations:

1. Appeal or protest is overruled;
2. Appeal or protest is substantiated and instructions will be issued to remedy issues related to the appeal or protest;
3. Procurement activity is suspended until written notification by the municipality.
4. The Federal Transit Administration will be kept informed of any protests through the New York State Department of Transportation in accordance with applicable procedures outlined in FTA Circulars 9040.1F and 4220.1F

CONFLICTS OF INTEREST

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

No member, officer or employee of the municipal corporation or other local public body, during the tenure or for one year thereafter, shall have any interest, direct or indirect, from this contract or the proceeds thereof.
BIDDER'S CERTIFICATION & ASSIGNMENT OF CLAIM

TO:  County of Columbia  
      Board of Supervisors  
      County Office Building  
      401 State Street  
      Hudson, New York 12534  
      Phone: (518) 822-0684

We, the undersigned, herewith propose and agree to furnish to the County of Columbia, any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents.

The undersigned bidder certifies to having read these Specifications, Special Conditions, and other related Formal Quotation Documents and offers to furnish the articles specified to the County of Columbia in exact accordance with the Specifications, Special Conditions, and other related Formal Quotation Documents and at the prices stated.

Contractor hereby assigns to the County of Columbia and the State of New York any and all of its claim for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

____________________________________  ___________________________________  
Firm Name  

____________________________________  ___________________________________  
Address               City, State & Zip Code  

____________________________________  
Phone  

____________________________________  
By:  Print Name and Title  

____________________________________  
Authorized Signature  

NOTE: This Bidder's Certification must be signed and the Non-Collusive Bidding Certification must be signed and notarized on Page 23 of this Invitation for Bids. Failure to complete both will result in the Bid being rejected.
NON-COLLUSIVE BIDDING CERTIFICATION
REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York, this _______ day of ________________, 20__ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS OR PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IF BIDDER(S) (IS/ARE) A CORPORATION, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAMES</th>
<th>LEGAL RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Vice President</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
</tr>
</tbody>
</table>

Identifying Data:

Potential Contractor: ________________________________________________

Street Address: _____________________________________________________

City, Town, Etc. ____________________________________________________

Telephone: ______________________ Title: _____________________________

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

<table>
<thead>
<tr>
<th>Legal name of person, firm or corporation</th>
<th>Legal name of person, firm or corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By _________________________________</td>
<td>By _________________________________</td>
</tr>
<tr>
<td>Title________________________________</td>
<td>Title________________________________</td>
</tr>
<tr>
<td>Street Address _________________________</td>
<td>Street Address _________________________</td>
</tr>
<tr>
<td>City, State ___________________________</td>
<td>City, State ___________________________</td>
</tr>
</tbody>
</table>
The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.] The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Contractor ________________________________________________________________

Signature of Contractor's Authorized Official __________________________________

Name and Title of Contractor's Authorized Official ________________________________

Date ________________________________________________________________
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

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 Bid, 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 Bid, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, 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 __________________________________________

Signature of Contractor's Authorized Official ____________________________

Name and Title of Contractor's Authorized Official ____________________________

Date ___________________
CERTIFICATE OF ELIGIBILITY

The Bidder, ____________________________________________ hereby certifies that it is not included on the United State Comptroller General’s List of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions.

Contractor ____________________________________________

Signature of Contractor's Authorized Official _____________________________

Name and Title of Contractor's Authorized Official _____________________________

Date _____________________________

Employer’s Identification Number _____________________________
EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that the Contractor and any and all subcontractors of the Contractor will comply with Executive Order 11375, and supplemented in U.S. Department of Labor Regulation (41 CFR Part 60).

Contractor ___________________________________________________________________

Signature of Contractor's Authorized Official ______________________________________

Name and Title of Contractor's Authorized Official___________________________________

Date ________________________________________________________________________
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The New York State Department of Transportation DBE Program has established a 4.62% minimum utilization goal for DBE participation in FTA financially-assisted projects.

All Contractors shall be responsible for making good faith efforts in meeting these goals and must document efforts accordingly. All proposers must complete the DBE Participation Form below and submit with the proposal.

Please visit the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: [https://nysucp.newnycontracts.com](https://nysucp.newnycontracts.com).

<table>
<thead>
<tr>
<th>Firm Legal Name/Address</th>
<th>NYSUCP Certified DBE</th>
<th>% of Total Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DBE</td>
<td>None</td>
</tr>
<tr>
<td><strong>A. Prime Consultant</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. Sub-Consultants</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>
The bidder acknowledges receipt of the following addenda to the Documents *(provide number and date of each)*:

Addendum No._______________________,   dated_______________________
Addendum No._______________________,   dated_______________________
Addendum No._______________________,   dated_______________________
Addendum No._______________________,   dated_______________________
Addendum No._______________________,   dated_______________________
Addendum No._______________________,   dated_______________________
Addendum No._______________________,   dated_______________________

Failure to acknowledge receipt of all amendments may cause the Bid to be considered not responsive to the Invitation, which would require rejection of the Bid.
BID SUBMISSION DOCUMENTS CHECKLIST

Use this checklist to ensure that as a bidder you have included required documents.

Bid _____
Addenda Page _____
Federal Certification Regarding Lobbying _____
Federal Certification Regarding Debarment and Suspension _____
Non-Collusive Bidding Certification _____
Certificate of Eligibility _____
Equal Employment Opportunity _____
Disadvantaged Business Enterprise Utilization _____
COLUMBIA COUNTY
CODE OF CONDUCT

Intent

Columbia County’s (sometimes referred to as “County” or “the County”) Code of Conduct (the Code) applies to all employees and independent Contractors.

The Code of Conduct was approved by Columbia County’s Board of Supervisors and is a formal statement of the County’s commitment to the standards and rules of ethical conduct.

Columbia County is committed to preventing the occurrence of unethical or unlawful behavior, stopping such behavior as soon as possible after discovery, and to discipline employees who violate the Code, including employees who neglect to report a violation.

All employees must comply with this Code, immediately report any alleged violations of wrongdoing, and assist management and compliance personnel in investigating allegations of wrongdoing.

While these standards addressed in the Code of Conduct are intended to guide employees in the course of their day-to-day responsibilities, they do not replace any County or program policies and procedures. There may be instances that are not addressed by the Code of Conduct or existing policies and procedures, or activities that may conflict with these standards. Employees must seek direction from their supervisor, other County management staff or the Compliance Officer in these instances.

Ethics

It is the policy of Columbia County to observe all laws and regulations applicable to its business and to conduct business with the highest degree of integrity. To accomplish this, all employees and Contractors must obey the laws and regulations that govern their work and always act in the best interest of the students and the County.

Guidelines for Employees and Contractors

- You are expected to keep management staff informed of what you are doing; to document or record all services or transactions accurately; and to be honest and forthcoming with the County, regulatory agencies, and internal and external auditors.

- You are expected to comply with the County’s policies and procedures, accounting rules, and internal controls.

- You are expected to function with honesty in your work for the County and with students, Contractors, suppliers, and all others with whom the County does business.
Conflict of Interest

Employees and Contractors must not allow any outside financial interest, or competing personal interest to influence their decisions or actions taken on behalf of the County.

Employees and Contractors must avoid any situation where a conflict of interest exists or might appear between their personal interests and those of the County. The appearance of a conflict of interest may be as serious as an actual conflict of interest.

Guidelines for Employees and Contractors

It is a conflict of interest for you to personally take for yourself opportunities that are discovered through the use of County property, information or position with the County; to use County property or information for personal gain; or to compete with the County.

There are many types of situations where potential conflicts may arise. You must promptly report any actual or potential conflicts of interest to your immediate supervisor or directly to the Compliance Officer.

Outside Activities and Employment

- You may not conduct outside activities during work time. Such activities interfere with your regular duties and negatively impact the quality of your work.

- You are a representative of the County in your everyday life and must represent the County positively in the community.

- Outside employment must not conflict in any way with your responsibilities to the County or its students. You may not compete against Columbia County, work for its competitors, or have any ownership interest in a competitor. (NOTE: make sure this statement is consistent with any policy related to outside employment)

Use of County Funds and Resources

- The County’s assets are to only be used for the benefit of the County and the students. Assets include funds, equipment, inventory, and office supplies, but also concepts, business plans and strategies, information about people served, financial information, computer property rights, and other business information about the County.

- You may not use County assets for personal gain or give them to any other persons or entities, except in the ordinary course of business as part of an approved transaction.

Confidentiality

- During your employment, you may acquire confidential information about Columbia County, its staff, and students that must be handled in strict confidence and not discussed
with outsiders. The protection of confidential business, staff, and consumer information is very important.

**Business Dealings between the County and Employees**

- **Columbia County** will not be inappropriately influenced with goods or services from any business in which you or your immediate family members have a substantial interest.

- Property and resources of the County should only be used for the benefit of the County or the students.

**Maintenance of Records**

Employees and Contractors must record and report all agency, student and financial information fully, accurately, and honestly. Records include, but are not limited to, records of the students, documentation of services, accounting books or records, financial statements, timesheets or records, expense reports, vouchers, bills, payroll, claims payment records, correspondence, and any other method of communication. Employees or Contractors must not omit or conceal any relevant information.

**Guidelines for Employees and Contractors**

Many of the County forms are legal documents used to prove that a service was provided, to bill for a service, to record a job task, or to record specific happenings. You must document accurately and honestly, and only for those services that you provided or those events you were involved in.

**Falsification of Records**

- You must not make any false entries in any of the County’s records or in any public record for any reason.

- You may not alter any permanent entries in the County’s records.

- You may only approve payments or receipts on behalf of the County that are described in documents supporting the transaction. “Slush funds” or similar off-book accounts, where there is no accounting for receipts or expenditures on the County’s books, are strictly prohibited.

- You may not create or participate in the creation of any records that are intended to mislead or to conceal anything that is improper.
Expense Records

- You must always charge expenses accurately and to the appropriate cost center or account, regardless of the financial status of the program, project, or contract, or the budget status of a particular account or line item.

Retention of Records

- The retention, disposal, or destruction of records of or pertaining to the County must always comply with legal and regulatory requirements and County policy.

- You may not destroy records pertaining to litigation or government investigations or audit without express written approval of the Compliance Officer.

Protection of Confidential Information

The County has developed policies and procedures to assure that the confidentiality of County information and information about the students is protected and released only with the appropriate authorization or for lawful reasons. All employees and Contractors are required to comply with Columbia County’s Privacy Policy. If you have any questions concerning confidential information or the Privacy Policy, contact your immediate supervisor or the Compliance Officer.

Guidelines for Employees and Contractors

You must treat all County records and information as confidential.

You may not release confidential information without the proper authorization. Confidential information includes not only information about the people that we serve and their families, but also non-public information about the County that may be of use to the County’s competitors or harmful to the County or its customers if released.

You must protect County information and avoid discussing or disclosing County information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside the County. Furthermore, staff may not share confidential County information with anyone, except where required for a legitimate business purpose.

County information may not be removed from County property without permission from a supervisor or administrator with proper authority over the information. Ask your supervisor if you are not sure whether certain information is confidential.

Termination of Employment

- You may not use any confidential information gained from your employment with the County for your or another company’s benefit. You may not take copies of any reports, documents, or any other property belonging to the County.
• Upon termination of employment with the County, you must return all County property including, but not limited to, copies of documents, notes, and other records containing confidential information; computer disks; County ID; keys and credit cards.

**Information Security**

• You are responsible for properly using information stored and produced by all of the County’s computer systems.

• Computers, Internet access, email, or other office communications systems are intended for business-related purposes only and not for uses that may be disruptive, offensive, harassing, or harmful to others.

• Do not share your system user name or password with another person or allow another to access the computer with your password.

• All employees and Contractors are required to comply with Columbia County’s information and technology resource policy and procedure. If you have any questions concerning information security, contact your immediate supervisor or Compliance Officer.

**Fair Dealing**

Conducting business with Contractors, suppliers, students, and competitors may pose ethical problems. Employees and Contractors are expected to deal fairly with students and competitors.

The Code of Conduct and the following guidelines are intended to help you make appropriate, responsible and correct decisions in these and all matters:

**Kickbacks and Rebate**

• Kickbacks and rebates in cash, credit, or other forms are prohibited. They are not only unethical, but in many cases, illegal.

**Gifts and Gratuities and Entertainment**

• You may not solicit money, gifts, gratitude, or any other personal benefits or favors of any kind from Contractors, producers, accounts, or students and their families.

• You must not offer or accept entertainment that is not a reasonable addition to a business relationship but is primarily intended to gain favor or to influence a business decision.
Agreements with Contractors and Vendors

The County must assure that any agreements with Contractors and vendors clearly and accurately describe the services to be performed or items to be purchased. Performance standards, and the applicable compensation, if any, must be reasonable in amount, not be excessive in terms of industry practice and must equal the value of the services rendered.

Improper Use of Funds or Assets

Use of the County’s funds or assets for any improper purpose is strictly prohibited. If you are aware of or have reason to believe that funds or assets are being improperly used, you must report this immediately to your supervisor or the Compliance Officer.

Federal and State Programs

Columbia County is committed to complying with the laws and regulations that govern the Federal and State programs that it administers. Policies and procedures, the Compliance Program, and this Code of Conduct are developed to provide guidance in your day-to-day work. You must abide by the policies and procedures and the standards set by the County.

Governmental Investigations

There may be times that the County is asked to cooperate with an investigation by a Federal or State governmental agency, or to respond to a request for information. A request may be formally addressed to the County or an individual within the County. Employees and Contractors must report any requests for information or cooperation with an investigation to the Compliance Officer immediately.

Employment Environment

Columbia County is committed to creating a safe and professional workplace where employees and others are treated with respect and without regard to their race, sex, age, religion, national origin, color, marital status, disability, or other protected characteristics. Business integrity, teamwork, trust, and respect are the County’s most important values. Unlawful discrimination or harassment of any sort violates these values. All County employees must exhibit and promote respect, integrity, trust, and teamwork in the workplace and must comply with this policy prohibiting discrimination and harassment in all facets of the County’s work.

Guidelines for Employees and Contractors

All employees are required to support the County’s commitment to a safe and professional work environment and to demonstrate appropriate behavior in the workplace.

All employees are prohibited from joking about another employee’s race, sex, age, religion, national origin, color, marital status, disability, or other protected characteristics.
All employees are prohibited from considering someone’s race, color, religion, sex, national origin, age, disability, or other protected characteristic in making decisions about hiring, placement, assignment of duties, training, promotion, termination, compensation, benefits, and other work terms.

Sexual harassment is prohibited. Sexual harassment includes any form of unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual or sex-based nature.

You are responsible for understanding the County’s policy prohibiting discrimination and sexual harassment. You should consult with an appropriate supervisor or administrator if you have questions about your right to a workplace free from unlawful harassment or discrimination or if you have questions about your duty to avoid discrimination.

**Seeking Guidance and Reporting Violations**

Employees and Contractors must report any actual or suspected violations of this Code of Conduct, any applicable law or regulation, or any County policy and procedure to their immediate supervisor of the Compliance Officer. A Compliance Hotline is also available for confidential or anonymous reporting of such issues. The Compliance Hotline number is 1-877-654-2856.

When an actual or suspected violation of this Code of Conduct, any applicable law or regulation, or any County policy and procedure is reported to any County employee, it must be promptly referred to the Compliance Officer. Steps will be taken to protect confidentiality and anonymity, when appropriate and warranted. The County will not tolerate any form of retaliation against a person who makes a good-faith report in accordance with this Code of Conduct.

All employees and Contractors must cooperate fully and honestly in any investigation into a reported violation of this Code of Conduct, any applicable law or regulation, or County policy, procedure, or practice.

**Corrective Action and/or Discipline**

Any employee or Contractor who violates or knowingly fails to report any violation of this Code of Conduct, any applicable law or regulation, or County policy, procedure, or practice is subject to appropriate disciplinary action, up to and including termination.

Disciplinary action may range from a warning to suspension or discharge, depending upon the nature of the incident and the relevant surrounding circumstances.

**Your Responsibilities**

- Attend required training, and read and understand Columbia County’s Compliance Plan, Compliance Policies and Procedures, and Code of Conduct.
✓ Follow the County’s Code of Conduct and abide by all policies and procedures, guidelines, and Federal and State laws and regulations.

✓ Be alert to any situation that could violate the County’s Code of Conduct, policies and procedures, guidelines, and/or Federal and State laws and regulations.

✓ Promptly report any issues, concerns, violations or suspected violations to your supervisor, other management staff, Director of Human Resources, Compliance Officer, or the Chief Executive Officer.
COLUMBIA COUNTY
CONFLICT OF INTEREST

Purpose:

All employees and Board members of Columbia County (sometimes referred to as “County” or “the County”) have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy is established to ensure that services and business activities are conducted in an objective manner and are not motivated by desire for personal or financial gain.

Policy:

1. Employees and Board members are required to disclose any actual or potential conflict of interest and seek guidance on how to handle the situation.

   Conflict of Interest: Any situation in which financial or other personal considerations may compromise or appear to compromise (1) an employee or Board member’s business judgment; (2) delivery of services; or (3) ability for an employee to do his or her job. An actual or potential conflict of interest occurs when an employee or Board member is in a position to influence a decision that may result in a personal gain for that employee, Board member, or for a relative as a result of business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

2. Business dealings with outside entities should not result in unusual gain for those entities, Columbia County, Board member, or an employee. Unusual gain refers to gifts, bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both or that would reasonably be determined to influence the employer, employee, or both.

3. The materials, products, designs, plans, ideas, and data are the property of the County and should never be given to an outside firm or individual except through normal channels with appropriate prior authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, is prohibited.

Procedures:

1. An employee or Board member with questions or concerns about potential conflicts of interest will promptly address the issue with appropriate management staff and/or the Compliance Officer. Management staff will consult with the Compliance Officer before responding to a concern or question about a potential conflict of interest.
2. Actual or potential conflicts of interest must be disclosed to appropriate management personnel, human resources, or the Compliance Officer.

3. Employees must disclose any potential conflicts of interest upon hire and when a potential conflict arises.

4. Employees will complete a Conflict of Interest Disclosure Form (attached to this Policy) to report any potential conflict of interest.

5. Members of management and the Board of Supervisors will complete a Conflict of Interest Disclosure Statement annually.

6. Employees must seek guidance and approval from appropriate management personnel prior to pursuing any business or personal activity that may constitute a conflict of interest.

7. Outside employment may not interfere with the employee’s ability to perform his or her job with Columbia County. In addition, County employees may not compete against Columbia County, work for its competitors, or have any ownership interest in a competitor.

8. The Compliance Officer will investigate any violations of this policy.
STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORIAL CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its
subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State's right to discovery in any pending or future litigation.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.
(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIEDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

- NYS Department of Economic Development
- Division for Small Business
- Albany, New York 12245
- Telephone: 518-292-5100
- Fax: 518-292-5884
- Email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

- NYS Department of Economic Development
The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of
perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: [http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf](http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf)

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.
APPENDIX B
U.S. GOVERNMENT (FTA) REQUIRED CLAUSES

For any conditions imposed upon a “contractor” or “subcontractor”, it shall be the recipient’s responsibility to notify and impose applicable requirements upon any such contractor or subcontractor. Notwithstanding the foregoing, other requirements applicable to the recipient or sub-recipient may also apply to a contractor or subcontractor, or any other third party, for which the recipient or sub-recipient shall also be responsible for imposing any such condition.

Any use of “recipient” or “sub-recipient” shall mean the grant recipient of the associated agreement to which this appendix is incorporated and applies. Such terms are interchangeable and may be used contemporaneously. A recipient or sub-recipient shall impose any requirements of this appendix, or associated agreement, to any sub-awardee.

Any use of “Sub-agreement” or “Sub-grant” shall mean an agreement through which the Recipient awards federal assistance to a Sub-grantee(s) to support or stimulate any of the Recipient’s or Sub-grantee(s) Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third-party subcontract, or lease.

Any use of “Sub-awardee” shall mean any entity or person that receives federal assistance from the FTA through an associated agreement, but is not a direct recipient of fund from, or a direct party to this agreement with, the State. Sub-awardee shall not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.

Any use of “Third Party”, “Third-Party Participant”, or variations thereof, shall mean a grant recipient, sub-awardee – and contractor(s), subcontractor(s), or suppliers, thereof – whose work under the associated agreement is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for as a non-federal share. Such terms are interchangeable and may be used contemporaneously.

**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 ($10,000 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 Sub-recipients 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.

**Buy America Requirements** – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for
FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Charter Bus Requirements** – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases ($10,000 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 Sub-recipients 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. If a Recipient or any Third-Party Participant that has operated a charter bus in violation of federal laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

**School Bus Requirements** – School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and Sub-recipients 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 Sub-recipients shall not use federally funded equipment, vehicles, or facilities.

**Violations** - If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

**Cargo Preference** - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

Recipient shall:

a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels;

b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

**Seismic Safety** – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41
and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**Energy Conservation** – Applicability – All Contracts except micro-purchases ($10,000 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** – Applicability – All Contracts and Subcontracts over $250,000.

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 $250,000 financed in whole or in part with FTA assistance.

**Safe Operation of Motor Vehicles** – Applicability – All

   - Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

b. **Distracted Driving, Including Text Messaging While Driving.** The Recipient agrees to comply with:
   1) **Safety.** The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
   2) **Recipient Size.** The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
   3) **Extension of Provision.** The Recipient is encouraged to include the immediately preceding Provision of section (1) – (2) in each third party sub-agreement (if applicable) at each tier supported with federal assistance.

**Bus Testing** – Applicability – Rolling Stock/Turnkey
Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements – Applicability – Rolling Stock/Turnkey
Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

   A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
   B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
   C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
   D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $250,000


Trafficking in Persons

(1) Legal Authorities. The Recipient and sub-recipient agrees to comply with federal requirements and guidance, including:

   (a) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and
   (b) The terms of this section, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, per U.S. OMB’s direction.

(2) Definitions. The Recipient agrees that for purposes of this section:
(a) **Employee** means either an individual who is employed by the Recipient or a Sub-recipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.

(b) **Forced labor** means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(c) **Private entity** means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b).

(d) **Severe forms of trafficking in persons** has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(e) **Commercial sex act** has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(f) **Coercion** has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(g) **Recipient or Direct Recipient** means a non-federal entity that receives an award directly from the State of New York to carry out an activity under a federal program. The term “Recipient” does not include a Sub-recipient.

(h) **Sub-recipient or Sub-grantee** means any entity or person that receives federal assistance provided by the State instead of from the State directly, but does not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.

(i) **Sub-agreement or Sub-grant** means an agreement through which the Recipient awards federal assistance to its Sub-recipient(s) to support or stimulate any of the Recipient’s or Sub-recipient’s Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third party subcontract, or lease.

(j) “**This Section**” any references to “this section” shall mean and refer to the section titled, “**Trafficking in Persons**”.

3) **Provisions Applicable to All Recipients.** The Recipient agrees to and assures that it, and any Sub-recipients, will:

(a) **Provide Information.** Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this section, and

(b) **Sub-agreement Provision.** Certify and include the following provision in any sub-agreement it enters with a private entity as defined above in section (2)(c) of this section:

Recipient, or sub recipient, agrees that it and its employees that participate in the Recipient’s Award, may not:

1. Engage in severe forms of trafficking in persons during the period that the Recipient’s Award is in effect,

2. Procure a commercial sex act during the period that the Recipient’s Award is in effect, or

3. Use forced labor in the performance of the Recipient’s Award or sub-agreements thereunder.

4) **Provisions Applicable to a Private Entity Recipient.** If the Recipient is a private entity, it agrees that:
(a) **Prohibitions.** It, its employees, its Sub-recipients, and its Sub-recipients’ employees that participate in the Underlying Agreement will not:
1. Engage in severe forms of trafficking in persons during the period that the Recipient’s or Sub-recipient’s Underlying Agreement is in effect,
2. Procure a commercial sex act during the period that the Recipient’s or Sub-recipient’s Underlying Agreement is in effect, or
3. Use forced labor in the performance of the Recipient’s or Sub-recipient’s Underlying Agreement or sub-agreements.

(b) **Termination of Federal Assistance.** Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, provide FTA and the State of New York, through receipt of federal funds, the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government or the State of New York, if FTA or the State of New York determines that the private entity Recipient or its Sub-recipient:
1. Has violated a prohibition described above in section (4)(a) of this Section, or
2. Has an employee whose conduct is determined to have violated a prohibition described above in section (4)(a) of this Section because that employee’s conduct is either:
   a. Associated with the performance of the Recipient’s Underlying Agreement, or
   b. Imputed to the Recipient or Sub-recipient using the standards of due process for conduct of an individual to an organization provided in:
      (i) U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200, or

(5) **Provisions Applicable to a Recipient That is Not a Private Entity.** A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. §7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, provides FTA, and consequently the State, the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government or the State of New York, for a violation of that Act if FTA, or the State of New York, determines that:

(a) A private entity that is the Recipient or Sub-recipient is determined to have engaged in severe forms of trafficking in persons during the period that the Recipient’s or Sub-recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period that the Recipient’s or Sub-recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s or Sub-recipient’s Underlying Agreement or sub-agreements thereunder; or

(b) An employee of a private entity that is the Recipient or Sub-recipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient’s or Sub-recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s or Sub-recipient’s Underlying Agreement is in effect; or used forced labor in the performance of the Recipient’s or Sub-recipient’s Underlying Agreement or sub-agreements thereunder, and whose conduct described above is associated with the performance of the Recipient’s or Sub-recipient’s Underlying Agreement; or is imputed to the Sub-recipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180, and U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200.

(6) **Remedies Other Than Termination of Federal Assistance.** The Recipient or Sub-recipient agrees that FTA’s right to terminate federal assistance as provided in the
TVPA and in sections (4)(b) and (5) are in addition to all other remedies for noncompliance available to the State and Federal Government under the associated grant agreement.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases ($10,000 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 sub-grantee 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 sub-grantee 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 $250,000.

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 sub-grantee 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 recipient, sub-recipient, or a sub-grantee of an FTA recipient, and 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, as provided by 49 CFR 18.39(i)(11).

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

Federal Changes – Applicability – All Contracts except micro-purchases ($10,000 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 recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract, to the extent that such are publicly available. Contractor's failure to comply shall constitute a material breach of the contract.
Bonding Requirements – Applicability – For those construction or facility improvement contracts or
subcontracts exceeding $250,000, FTA may accept the bonding policy and requirements of the recipient,
provided they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees"
shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument
accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such
contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A
"performance bond" is one executed in connection with a contract to secure fulfillment of all the
contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond"
is one executed in connection with a contract to assure payment, as required by law, of all persons
supplying labor and material in the execution of the work provided for in the contract. Payment bond
amounts required from Contractors are as follows:
   (1) 50% of the contract price if the contract price is not more than $1 million;
   (2) 40% of the contract price if the contract price is more than $1 million but not more than $5
   million; or
   (3) $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of
performance and payment bonds, provided the grantee has established a procedure to assure that the
interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the
requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to
(Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a
Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is
reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not
be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written
consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid
within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or
be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and
acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or
be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid
security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to
enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check,
Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated
thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions
to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by
default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the
difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material
contained on this form, other than that requested, will render the bid unresponsive.
Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
   (i) Fifty percent of the contract price if the contract price is not more than $1 million.
   (ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
   (iii) Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
   (i) Fifty percent of the contract price if the contract price is not more than $1 million;
   (ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
   (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements
The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)
The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over $250,000.

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 $250,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – 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.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability -Construction contracts and
subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over $2,000

(1) Minimum wages –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborors or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Responsibilities

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the
contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(vi) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
   (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
   (2) The classification is utilized in the area by the construction industry; and
   (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v)(B) or (1)(v)(C) of this section, shall be paid to all workers performing
work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may, by appropriate instructions, require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

**Contract Work Hours & Safety Standards Act** – Applicability – Contracts over $250,000

(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 paragraph (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 paragraph (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 paragraph (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 paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, and 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.

**Awards Involving Commerce.** The Recipient agrees to comply, and assures that each Third-Party Participants will comply, with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, or as the Federal Government otherwise determines applicable.

**No Government Obligation to Third Parties** - Applicability – All contracts except micro-purchases ($10,000 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 ($10,000 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 $250,000

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 effectuated 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 If 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
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 contact 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 or 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**

The Recipient/sub-recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third-Party Participant that is debarred or suspended except as authorized by:

   (i) U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200,
   (ii) U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180, including any amendments thereto, and
   (iii) Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA “System for Award Management,” https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third-Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

   (i) Will comply with Federal debarment and suspension requirements, and
(ii) Reviews the “System for Award Management” at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and
(iii) If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
   (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
   (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or
   (c) FTA Chief Counsel,

**Contracts Involving Federal Privacy Act Requirements** – Applicability - 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 ($10,000 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** – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. **Nondiscrimination in Federal Public Transportation Programs**. The Recipient agrees to, and assures that each Third-Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute):

(1) FTA’s “Nondiscrimination” statute prohibiting discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and
(2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,
(3) Except as FTA determines otherwise in writing:
   (a) General. Follow:
      (i) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and
      (ii) Other applicable Federal guidance that may be issued, but
   (b) For the exception for the Tribal Transit Program. FTA does not require an Indian Tribe to
comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program;

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third-Party Participant will:

(1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin,

(2) Comply with:

(a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
(b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and
(c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a,

(3) Except as FTA determines otherwise in writing, follow:

(a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance.
(b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
(c) Other applicable Federal guidance that may be issued;


(1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third-Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:

(a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and
(d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(2) General. The Recipient agrees to:

(a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: (1) Race, (2) Color, (3) Religion, (4) Sex, (5) Disability, (6) Age, or (7) National origin,

(b) Take affirmative action that includes, but is not limited to: (1) Recruitment advertising, (2) Recruitment, (3) Employment, (4) Rates of pay, (5) Other forms of compensation, (6) Selection for training, including apprenticeship, (7) Upgrading, (8) Transfers, (9) Demotions, (10) Layoffs, and (11) Terminations, with the exception of Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third-Party Participant, with:

(a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and

d. Disadvantaged Business Enterprise

(1) To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project, and Recipient agrees to comply with:
(a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note,
(b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and
(c) Federal transit law, specifically 49 U.S.C. § 5332,

(2) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,

(3) Assurance. As required by 49 C.F.R. § 26.13(a),

(4) The Recipient provides assurance that:
(a) The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26.
(b) The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
(c) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.
(d) Upon notification to the Recipient of its failure to abide by DBE requirements, the Federal Government may impose sanctions as provided for in 49 C.F.R. part 26, as implemented by the State through this agreement, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(5) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation.

e. Nondiscrimination on the Basis of Sex

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

f. Nondiscrimination on the Basis of Age

The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:
(1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,
(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA,
(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,
(4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which
implements the Age Discrimination Act of 1975, and
(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

**g. Nondiscrimination on the Basis of Disability**

The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

1. **Federal laws, including:**
   a. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
   b. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,”
   c. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
   d. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
   e. Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,

2. **Federal regulations, including:**
   a. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
   b. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
   c. U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
   f. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
   i. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
   j. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and

3. **Other applicable Federal civil rights and nondiscrimination guidance,**

**h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections.** The Recipient agrees to comply with the confidentiality and civil rights protections of:

2. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and
3. The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

**i. Access to Services for People with Limited English Proficiency.** Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

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

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Breaches and Dispute Resolution** – Applicability – All contracts over $250,000

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 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. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

**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.

**Patent and Rights Data** – Contracts involving experimental, developmental, or research work ($10,000 or less, except for construction contracts over $2,000).

**Patent Rights**

A. General. The Recipient agrees that:

1. Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third-Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery,

2. The Federal Government’s rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and
(3) When a patent is issued or patented information becomes available as described in Patent Rights Section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights.

The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third-Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing – irrespective of the Recipient’s status or the status of any Third-Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual – the Recipient agrees to transmit the Federal Government’s patent rights to FTA as specified in:

(a) 35 U.S.C. § 200 et seq., and

(b) U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R., parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:

(a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and

(b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of “Subject Data” means recorded information, subject to (1) Copyright, whether or not copyrighted, and (2) Delivery, that which is delivered or specified to be delivered under the Underlying Agreement.

B. Examples of “Subject Data.” Examples of “subject data” include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but do not include: (1) Financial reports, (2) Cost analyses, or (3) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement:

(1) Prohibitions. The Recipient may not:

(a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or

(b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to:

(a) Publications or reproductions for the Recipient’s own internal use,

(b) An institution of higher learning,

(c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or

(d) The portion of data that has the Federal Government’s prior written consent for release,
D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable.

(2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third-Party Participants, therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,

(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,

(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA’s copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing.

(4) Identification of Information. It must identify clearly any specific confidential, privileged or proprietary information submitted to FTA.

(5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but

(6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both:

(a) For the Recipient’s use, and

(b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:

(a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and

(b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient.

(a) If it willfully or intentionally violates any:

(1) Proprietary rights, (2) Copyrights, or (3) Right of privacy, and

(b) Its violation occurs from any of the following uses of Project data:

(1) Publication, (2) Translation, (3) Reproduction, (4) Delivery, (5) Use, or (6) Disposition, then

(c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of:

(1) The Federal Government’s officers acting within the scope of their official duties,

(2) The Federal Government’s employees acting within the scope of their official duties, and

(3) Federal Government’s agents acting within the scope of their official duties, but

(2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights Section G(1) if:

(a) Violation by Federal Officers, Employees or Agents. The violation is caused by the

75
H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:
   (1) Implies a license to the Federal Government under any patent, or
   (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:
   (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
   (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:
   (1) The Freedom of Information Act, 5 U.S.C. § 552,
   (2) Another applicable Federal law requiring access to Project records,
   (3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or
   (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

Public Transportation Employee Protective Arrangements

The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

1. U.S. DOL Certification When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:
   (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project,
   (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto,
   (c) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
   (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including:
      (1) Alternative comparable arrangements U.S. DOL has specified for the Project,
      (2) Any revisions U.S. DOL has specified for the Project, or
      (3) Both, and
   (e) It must comply with the following documents and provisions incorporated by reference in
and made part of the Underlying Agreement for the Project:

(1) The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement,
(2) The documents cited in that U.S. DOL certification for the Project,
(3) Any alternative comparable arrangements that U.S. DOL has specified for the Project, and
(4) Any revisions that U.S. DOL has specified for the Project,

2. Special Warranty When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:

(a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),
(b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
(c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: (1) Any alternative comparable arrangements U.S. DOL has specified for the Project, (2) Any revisions U.S. DOL has specified for the Project, or (3) Both, and
(d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement:
   1. The U.S. DOL Special Warranty for its Project,
   2. Documents cited in that Special Warranty,
   3. Alternative comparable arrangements U.S. DOL specifies for the Project, and
   4. Any revisions that U.S. DOL has specified for the Project, and

3. Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Sub-recipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions:
   (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and
   (b) FTA reserves the right to make other exceptions as it deems appropriate.

**Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over $10,000 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/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

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

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the recipient and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.

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

**Prompt Payment** – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Incorporation of Federal Transit Administration (FTA) Terms** – Applicability – All contracts except micro-purchases ($10,000 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 & Alcohol Abuse and Testing** – Applicability – Operational service contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations:

**Other Federal Requirements:**
Full and Open Competition – In accordance with 49 U.S.C. § 5325, 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.


Safeguarding Protected Personally Identifiable Information (PPI)

U.S. DOT Common Rules requires Recipient to implement, and require any sub-grantee, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

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

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

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

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

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations – Any of Recipient’s contracts 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, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, 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.


**Environmental Justice** - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

1. Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and

**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.

**Geographic Preference**
All project activities must be advertised without geographic preference, except as permitted by federal law, regulation, requirement or guidance. Such exception may include, but may not be limited to, A/E contracts under certain circumstances and preference for hiring veterans on transit construction projects.
Organizational Conflicts of Interest
The Recipient and sub-recipient, if any, agrees that it will not enter a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
   (a) To that Third-Party Participant or another Third-Party Participant performing the Project work, and
   (b) That impairs that Third Party Participant’s objectivity in performing the Project work, or
(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Sub-recipients must disclose to the Recipient:
   (a) Any instances of organizational conflict of interest, or
   (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Ethics
Standards of Conduct. At a minimum, the Recipient / Sub-recipients will establish and maintain written Standards of Conduct covering conflicts of interest that:

   (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third-party contract or subcontract:
      (a) The Recipient or its Sub-recipients’ officers, employees, board members, or agents engaged in the selection, award, or administration of any third-party agreement,
      (b) The immediate family members or partners of those listed above in section (1)(a) of this Master Agreement, and
      (c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Sub-recipient listed above in sections (1)(a) and (b) of this Master Agreement;

   (2) Prohibit those individuals listed above in section (1) from:
      (a) Engaging in any activities involving the Recipient’s or any of its Sub-recipients’ present or potential Third-Party Participants at any tier, including selection, award, or administration of a third-party agreement in which the individual has a present or potential financial or other significant interest, and
      (b) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third-Party Participant in the Recipient’s Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

   (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section (1) and the Recipient’s or Sub-recipient’s Third Party Participants.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects
Non Federal entities that expend $750,000 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” (replaced with 2 CFR Part 200,”Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable). 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 the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as
noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller’s Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

**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.

**The CFDA number for the Federal Transit Administration**

Non-urbanized Area Formula (Section 5311) is 20.509. 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,” (replaced with 2 CFR Part 200,“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) 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.

**Veterans Preference**

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Sub-recipients:

1. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
## APPENDIX C

### SAMPLE RIDERSHIP & MARKET STATS

#### COLUMBIA COUNTY PUBLIC TRANSPORTATION

<table>
<thead>
<tr>
<th>Month</th>
<th>Route 1 (A/C) Albany</th>
<th>Route 2 (B/D) Albany</th>
<th>Shopping (Philmont, Germantown, Copake)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Miles: 3839</td>
<td>Miles: 2784</td>
<td>Miles: 2771</td>
</tr>
<tr>
<td>Feb.</td>
<td>Riders: 466</td>
<td>Riders: 446</td>
<td>Riders: 1743</td>
</tr>
<tr>
<td></td>
<td>Miles: 3471</td>
<td>Miles: 3020</td>
<td>Miles: 2563</td>
</tr>
<tr>
<td>March</td>
<td>Riders: 484</td>
<td>Riders: 417</td>
<td>Riders: 1790</td>
</tr>
<tr>
<td></td>
<td>Miles: 3838</td>
<td>Miles: 3214</td>
<td>Miles: 2950</td>
</tr>
<tr>
<td>April</td>
<td>Riders: 554</td>
<td>Riders: 534</td>
<td>Riders: 1661</td>
</tr>
<tr>
<td></td>
<td>Miles: 3888</td>
<td>Miles: 3343</td>
<td>Miles: 2783</td>
</tr>
<tr>
<td>May</td>
<td>Riders: 545</td>
<td>Riders: 520</td>
<td>Riders: 1772</td>
</tr>
<tr>
<td></td>
<td>Miles: 3988</td>
<td>Miles: 3497</td>
<td>Miles: 2854</td>
</tr>
<tr>
<td>June</td>
<td>Riders: 443</td>
<td>Riders: 491</td>
<td>Riders: 1762</td>
</tr>
<tr>
<td></td>
<td>Miles: 3800</td>
<td>Miles: 3341</td>
<td>Miles: 2851</td>
</tr>
<tr>
<td>July</td>
<td>Riders: 466</td>
<td>Riders: 476</td>
<td>Riders: 1628</td>
</tr>
<tr>
<td></td>
<td>Miles: 3534</td>
<td>Miles: 3324</td>
<td>Miles: 2825</td>
</tr>
<tr>
<td>August</td>
<td>Riders: 521</td>
<td>Riders: 515</td>
<td>Riders: 1858</td>
</tr>
<tr>
<td></td>
<td>Miles: 4106</td>
<td>Miles: 3661</td>
<td>Miles: 3140</td>
</tr>
<tr>
<td>Sept.</td>
<td>Riders: 437</td>
<td>Riders: 467</td>
<td>Riders: 1695</td>
</tr>
<tr>
<td></td>
<td>Miles: 3290</td>
<td>Miles: 3023</td>
<td>Miles: 2658</td>
</tr>
<tr>
<td></td>
<td>Miles: 3924</td>
<td>Miles: 3476</td>
<td>Miles: 2823</td>
</tr>
<tr>
<td>Nov.</td>
<td>Riders: 476</td>
<td>Riders: 468</td>
<td>Riders: 1685</td>
</tr>
<tr>
<td></td>
<td>Miles: 3582</td>
<td>Miles: 3141</td>
<td>Miles: 2596</td>
</tr>
<tr>
<td></td>
<td>Miles: 3813</td>
<td>Miles: 3152</td>
<td>Miles: 2820</td>
</tr>
</tbody>
</table>

**Totals**

<table>
<thead>
<tr>
<th>Riders</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,834</td>
<td>45,073</td>
</tr>
<tr>
<td>5,677</td>
<td>38,976</td>
</tr>
<tr>
<td>20,518</td>
<td>33,634</td>
</tr>
<tr>
<td>2,432</td>
<td>17,684</td>
</tr>
</tbody>
</table>

**2018 Totals**

- Riders: 34,461
- Miles: 135,367
APPENDIX D

THIRD PARTY AGREEMENT (SAMPLE)

for

Federal Section 5311 Operating Assistance

THIS AGREEMENT made this ___ day of _________________, 20__ by and between:

COLUMBIA COUNTY
(hereinafter referred to as “Municipal Corporation”)

and

XXXXXXXXXXXXXXXXXX
(hereinafter referred to as “Carrier”)

WHEREAS, Section 5311, Title 49, United States Code, provides for the payment of Federal financial assistance for public transportation in rural and small urban areas through a formula grant program administered by the states; and

WHEREAS, this Non-Urbanized Area Public Transportation Program is administered by the Department of Transportation of the State of New York; and

WHEREAS, the Carrier will provide certain public mass transportation services as part of this program for a period not to exceed One Year.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the Municipal Corporation and the Carrier agree as follows:

1. Definitions. As used in this agreement:

“State” means the State of New York.

“Project” means the provision of certain public mass transportation services specified in the Municipal Corporation’s approved Project Application and summarized in Appendix C.

“Project Application” means the federal Section 5311 operating assistance project application submitted by the Municipal Corporation to, and as approved by the Commissioner for the Project described in Appendix C of this Agreement, including all project supporting
information submitted therewith.

“Commissioner” means the Commissioner of Transportation of the State of New York or the Commissioner’s duly authorized representative.

2. Purpose of Agreement. The purpose of this agreement is to provide for the emergency rendition of certain public transportation services by the Carrier on an interim basis, and for the payment by the Municipal Corporation to the Carrier of certain reimbursable operating expenses of the Carrier associated with the rendition of such services.

3. Documents Comprising Agreement. This Agreement consists of the following listed attachments:

Appendix A: Standard Provisions for New York State Contracts
Appendix B: Federal Clauses
Appendix C: Project Description, Term, Funding and Payment Procedures

This Agreement also consists of the following documents, which are incorporated by reference:

(a) Municipal Corporation’s Project Application
(b) Agreement between Municipal Corporation and the State

The Carrier agrees to comply with all applicable terms and conditions contained in the aforementioned documents, including all applicable rules, regulations and projects supporting information of Section 5311, Title 49, United States Code.

4. Payment to the Carrier. The Municipal Corporation agrees to pay to the Carrier a rate not to exceed _____ per mile traveled to be billed and paid monthly. The rate shall be calculated running from and to the Columbia County Highway Department in furtherance of the Carrier’s obligations under this agreement.

5. Records and Documentation.

(a) The Carrier shall establish and maintain, in accordance with requirements established by the Municipal Corporation, separate account(s) for the Project, either independently or within its existing accounting system, to be known as the Project Account.

(b) All costs charged to the Project Account shall be supported by properly executed
payrolls, time records, invoices, contracts, receipts, vouchers or other acceptable documentary evidence of the nature and propriety of the charges.

(c) Any check or order drawn by the Carrier with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Carrier stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

(d) With respect to the public mass transportation services specified in Appendix C, the Carrier shall submit reports to the Municipal Corporation in a manner and form consistent with the reporting requirements stated in the Municipal Corporation’s Agreement with the State for the Project for each year for which federal assistance is to be paid hereunder.

(e) The Carrier shall also retain all data, reports, records, logs, trip tickets, and other materials and information relating to activities covered by this Agreement for a period of three (3) years following the date upon which final payment is made to the Carrier under this Agreement, and shall make the same available to the Commissioner, the State Comptroller, the United States Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, for audit, inspection and copying, upon request.

6. **Approval by Commissioner.** This Agreement shall not be effective unless approved in writing by the Commissioner.

7. **Termination or Suspension.** In addition to the provisions relative to termination provided in the State and Federal Standard Clauses, if the Carrier, before completion, discontinues the project or project services, or if, for any reason, the commencement, prosecution or timely completion of the Project by the Carrier is rendered improbable, impossible or illegal, the Municipal Corporation, by written notice to the Carrier, may terminate any or all of the Municipal Corporation’s obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any or all of the
following: (1) termination or suspension of Project activities and such other action as the Municipal Corporation deems necessary in order to minimize the cost basis for reimbursement; (2) furnishing a status report of the Project activities and the Project Account and a proposed schedule, plan and budget for terminating or suspending the Project; and furnishing an estimate of costs.

If the Carrier fails to furnish, within a reasonable time, a schedule, plan and budget for the termination or suspension of the Project, the termination or suspension shall be carried out in accordance with such terms and conditions as the Municipal Corporation may impose.

8. Annual Report and Audit. Upon completion of the Project, the Carrier shall complete and furnish to the Municipal Corporation such operating, service and financial data as may be requested by the Municipal Corporation in order to fulfill the annual reporting and other certification reporting requirements of the State or the Federal Single Audit Act of 1984. Receipt of such data is a condition of the Carrier receiving the final payment for the project.

9. Insurance and Liability. The Carrier agrees to hold harmless and indemnify the County of Columbia, and the officers, agents, and employees of said County, from and against all loss, damage, claims, demands, causes of action, liabilities, and judgments arising out of bodily injury of whatever kind or nature, and property damage of whatever kind or nature, caused by the Carrier and arising out of Carrier’s performance of this Agreement. Additionally, the Carrier agrees to procure and maintain, at its own expense, insurance of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New York, covering all operations under this Agreement, whether performed by Carrier or by a permitted subcontractor. Before commencing work on behalf of the County of Columbia, Carrier shall furnish Certificate(s) of Insurance that have complied with these requirements, which certificates shall provide:

a. Coverage shall not be cancelled or reduced until thirty (30) days written notice has been given to the County of Columbia.

b. Underwriters will have no rights of recovery or subrogation against the County of Columbia, it being the intention of the parties that the insurance policies so effected shall protect both parties.

c. The insurance company(ies) issuing the policy(ies) shall have no recourse against the County of Columbia for payment of any premiums or for assessments under any form of

87
the policy.

d. Any and all deductible and self-insured retentions in the above-described insurance policies shall be assumed by and at the risk of the Carrier in the amount as indicated in such policies. The Carrier must disclose to the County of Columbia all deductibles and self-insured retentions.

The coverage parts and amount of insurance required are those checked below and initialed by the Consultant.

_____ □ Commercial General Liability insurance with minimum limits of $1,000,000.00 per occurrence, subject to a $2,000,000.00 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability.

_____ □ Automobile Liability insurance with minimum limits of $1,000,000.00 each accident. Coverage shall provide for any vicarious liability of the County of Columbia and be applicable to all owned, non-owned, hired, borrowed or temporarily used vehicles by Consultant.

_____ □ Consultant herein acknowledges that operation of a motor vehicle is not included in the scope of services to be provided under this contract.

_____ □ Professional Liability insurance with minimum limits of $1,000,000.00 per occurrence and a $3,000,000.00 annual aggregate.

_____ □ Statutory Workers’ Compensation, Employer’s liability and New York State Disability in accordance with the Workers’ Compensation and disability benefits laws of the State of New York; or

10. Termination. This Agreement may be terminated by the Municipal Corporation without incurring liability to the Carrier therefore after Ninety (90) days. Alternatively, the Municipal Corporation may solicit bids and/or Bids for fixed service at any time to be effective after Ninety (90) days. Further, the Municipal Corporation may terminate this Agreement without prior notice in the event that the Carrier’s insurance is cancelled or reduced below the amounts stated in paragraph 9.
11. **Miscellaneous.**

   (a) Wherever the word “Contractor” appears in the Appendix A that is attached to, and is a part of, the main Agreement, the said word “Contractor” shall be construed and interpreted as meaning the Carrier herein, namely XXXXXXXXXX.

   (b) Wherever the word “Contractor” appears in the Appendix B that is attached to, and is a part of, the main Agreement, the said word “Contractor” shall be construed and interpreted as meaning the Carrier herein, namely XXXXXXXX.

   **IN WITNESS WHEREOF,** the Municipal Corporation and the Carrier have executed this agreement as of the date(s) written below.

**MUNICIPAL CORPORATION**

COUNTY OF COLUMBIA

By: ____________________________

Title: Chairman, Board of Supervisors

Date: , 2019

**CARRIER**

XXXXXXXXXXXXXXXXX

By: ____________________________

Title: President

Date: , 2019
### APPENDIX E

Inventory of County Owned Vehicles

<table>
<thead>
<tr>
<th>Vehicle ID</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Seats</th>
<th>Stairs</th>
<th>Access</th>
<th>Rack</th>
<th>Fuel</th>
<th>Manufacturer</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>C3</td>
<td>2019</td>
<td>GOSHEN</td>
<td>G-FORCE</td>
<td>23</td>
<td>3</td>
<td>LIFT</td>
<td>FALSE</td>
<td>DIESEL</td>
<td>FORD</td>
<td>F-550</td>
</tr>
<tr>
<td>C4</td>
<td>2019</td>
<td>GOSHEN</td>
<td>G-FORCE</td>
<td>23</td>
<td>3</td>
<td>LIFT</td>
<td>FALSE</td>
<td>DIESEL</td>
<td>FORD</td>
<td>F-550</td>
</tr>
<tr>
<td>C5</td>
<td>2019</td>
<td>FORD</td>
<td>E-450</td>
<td>18</td>
<td>2</td>
<td>LIFT</td>
<td>FALSE</td>
<td>GAS</td>
<td>FORD</td>
<td>PHOENIX</td>
</tr>
<tr>
<td>C6</td>
<td>2019</td>
<td>FORD</td>
<td>ALLSTAR XL</td>
<td>26</td>
<td>2</td>
<td>LIFT</td>
<td>FALSE</td>
<td>GAS</td>
<td>STARCRAFT</td>
<td>F5G9</td>
</tr>
<tr>
<td>C11</td>
<td>2016</td>
<td>IC</td>
<td>HCCB</td>
<td>26</td>
<td>2</td>
<td>LIFT</td>
<td>FALSE</td>
<td>DIESEL</td>
<td>FORD</td>
<td>PC506</td>
</tr>
</tbody>
</table>
APPENDIX F

PERFORMANCE STANDARDS

1. The Contractor shall attain within three (3) months a minimum standard at "on-time bus trips" of at least ninety percent (90%) on a daily basis and shall maintain same ninety percent (90%) "on-time bus trips” throughout the contract period.
   a. "On-time" shall be defined as between one (1) minute early when arriving and five (5) minutes late leaving scheduled time points.
   b. No trips shall leave scheduled time points ahead of schedule.

2. The Contractor shall, at a minimum, complete ninety-nine percent (99%) of all scheduled trips on a weekly basis.
   a. Missing two consecutive trips on any individual route is prohibited.
   b. If trips are missed, it shall be immediately reported to the County with an explanation as to why the trip was missed.

3. Extenuating circumstances due to weather or other causes immediately reported to and approved by the County, will provide for exemption from the standards set forth in paragraph 1 and 2 above. The County shall be the sole judge as to the validity of the reported extenuating circumstances.

4. The Contractor shall properly maintain operating heating and air-conditioning systems on all revenue vehicles.
   a. Heating shall be operable, at a minimum, between October 1, and April 30.
   b. No vehicle shall be operated more than one day within minimum period without a properly functioning heating system.
   c. Extenuating circumstances immediately reported to and approved by the County, will provide for an exception to the above heating rule. The County shall be the sole judge as to the validity of the reported extenuating circumstances.

5. The Contractor will accept penalties for non-performance.
   a. Non-performance shall include, but not be limited to:
      i. Five (5) or more documented instances of violations of
maintenance standards.

ii. Failure to provide County personnel with requested documentation as per contract.

iii. Third consecutive monthly failure to meet standard regarding scheduled trips, statistics to be considered monthly.
iv. Missing three (3) consecutive trips on an individual route.

b. No penalty will be applied without Contractor reviewing written notice from County.

c. If Contractor shall adequately remedy non-performance as notified by County within ten (10) working days after notification of nonperformance, and the same is acceptable to the County, no penalty will be assessed. Likewise, if the Contractor, within seven (7) days after notification of non-performance by the County, informs the County of extenuating circumstances contributing to or responsible for non-performance, and such extenuating circumstances are acceptable to the County as to excuse the Contractor for nonperformance, no penalty will be assessed or a reduced penalty will be imposed.

d. If adequate steps are not taken to remedy the non-performance, the penalty will be applied. The penalty shall be:

i. Forfeiture of Two Thousand Dollars ($2,000.00) for the first violation of a non-performance item.

ii. Forfeiture of Five Thousand Dollars ($5,000.00) each for the second and third violation of a non-performance item.

iii. Cancellation of the contract, for cause, for the fourth (4th) violation of a non-performance item.
## APPENDIX G

### Bus Routes and Fee Schedule

<table>
<thead>
<tr>
<th>North Bound Buses:</th>
<th>HUDSON TO ALBANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Street @ Hudson Amtrak Station</td>
<td>6:15AM 7:00AM 3:00PM 4:10PM</td>
</tr>
<tr>
<td>Greenport Rte. 9 @ Columbia Center</td>
<td>6:25AM 7:10AM 3:10PM 4:20PM</td>
</tr>
<tr>
<td>Stockport Rte. 9 &amp; CR 25B</td>
<td>6:27AM 7:12AM 3:12PM 4:22PM</td>
</tr>
<tr>
<td>Columbiaville Rte. 9 &amp; Crown Ct.</td>
<td>6:30AM 7:15AM 3:15PM 4:25PM</td>
</tr>
<tr>
<td>Stuyvesant Falls Rte. 9 &amp; CR 25A @ Church of St. Joseph</td>
<td>6:38AM 7:23AM 3:23PM 4:33PM</td>
</tr>
<tr>
<td>Kinderhook Rte. 9 @ Village Square</td>
<td>6:40AM 7:25AM 3:25PM 4:35PM</td>
</tr>
<tr>
<td>Valatie Rte. 9 @ McDonalds</td>
<td>6:45AM 7:30AM 3:30PM 4:40PM</td>
</tr>
<tr>
<td>Schodack Rte. 9 &amp; CR 32 @ Park &amp; Ride</td>
<td>6:50AM 7:35AM 3:35PM 4:45PM</td>
</tr>
<tr>
<td>Hamilton Street @ Albany Bus Terminal</td>
<td>4:00PM</td>
</tr>
<tr>
<td>State Office Campus @ Buildings 8 &amp; 12</td>
<td></td>
</tr>
<tr>
<td>Empire State Plaza Concourse</td>
<td>7:34AM 7:59AM 4:29PM 5:09PM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>South Bound Buses:</th>
<th>ALBANY TO HUDSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empire State Plaza Concourse</td>
<td>7:35AM 8:00AM 4:30PM 5:10PM</td>
</tr>
<tr>
<td>Swan Street &amp; Washington Street</td>
<td>7:37AM 8:02AM 4:32PM 5:12PM</td>
</tr>
<tr>
<td>State Street &amp; Pearl Street</td>
<td>7:40AM 8:05AM 4:35PM 5:15PM</td>
</tr>
<tr>
<td>Broadway &amp; Hudson Street</td>
<td>7:45AM 8:10AM 4:40PM 5:20PM</td>
</tr>
<tr>
<td>Schodack Rte. 9 &amp; CR 32 @ Park &amp; Ride</td>
<td>8:05AM 8:30AM 5:00PM 5:40PM</td>
</tr>
<tr>
<td>Valatie Rte. 9 @ McDonalds</td>
<td>8:10AM 8:35AM 5:05PM 5:45PM</td>
</tr>
<tr>
<td>Kinderhook Rte. 9 @ Village Square</td>
<td>8:15AM 8:40AM 5:10PM 5:50PM</td>
</tr>
<tr>
<td>Stuyvesant Falls Rte. 9 &amp; CR 25A @ Church of St. Joseph</td>
<td>8:17AM 8:42AM 5:12PM 5:52PM</td>
</tr>
<tr>
<td>Columbiaville Rte. 9 @ Cumberland Farms</td>
<td>8:20AM 8:45AM 5:15PM 5:55PM</td>
</tr>
<tr>
<td>Stockport Rte. 9 &amp; CR 25B</td>
<td>8:23AM 8:48AM 5:18PM 5:58PM</td>
</tr>
<tr>
<td>Greenport Rte. 9 @ Greenport Towne Center</td>
<td>8:30AM 8:55AM 5:25PM 6:05PM</td>
</tr>
<tr>
<td>Front Street @ Hudson Amtrak Station</td>
<td>8:40AM 9:05AM 5:35PM 6:15PM</td>
</tr>
</tbody>
</table>

Monday to Friday Service. No Service on Saturdays, Sundays or Holidays. Schedule is subject to change without notice. Columbia County Transportation is not responsible for delays due to traffic and weather conditions. Please arrive at your stop 3 minutes prior to departure time. Passengers may flag the bus at any safe corner on the route. No Smoking and No pets are permitted on buses. For additional Service to Greenport see Route 1 Hudson to Albany Schedule. There are no route deviations on this route. For information please call 518-828-3375. Thank you for riding Columbia County Transportation. October 2009.
### Hudson to Greenport Shopping Shuttle
**Monday-Saturday**

<table>
<thead>
<tr>
<th>Location</th>
<th>6:45 am</th>
<th>7:55 am</th>
<th>9:05 am</th>
<th>10:15 am</th>
<th>11:25 am</th>
<th>12:35 am</th>
<th>1:45 pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crosswinds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Providence Hall</td>
<td>6:50 am</td>
<td>8:00 am</td>
<td>9:10 am</td>
<td>10:20 am</td>
<td>11:31 am</td>
<td>12:41 am</td>
<td>1:52 am</td>
</tr>
<tr>
<td>Front Street</td>
<td>6:52 am</td>
<td>8:02 am</td>
<td>9:12 am</td>
<td>10:22 am</td>
<td>11:33 am</td>
<td>12:43 pm</td>
<td>1:54 pm</td>
</tr>
<tr>
<td>Amtrak Station to Warren Street</td>
<td>6:55 am</td>
<td>8:05 am</td>
<td>9:15 am</td>
<td>10:25 am</td>
<td>11:36 am</td>
<td>12:46 pm</td>
<td>1:57 pm</td>
</tr>
<tr>
<td>7th &amp; Warren Street</td>
<td>6:59 am</td>
<td>8:09 am</td>
<td>9:19 am</td>
<td>10:29 am</td>
<td>11:40 am</td>
<td>12:50 pm</td>
<td>2:01 pm</td>
</tr>
<tr>
<td>CMH</td>
<td>7:02 am</td>
<td>8:12 am</td>
<td>9:22 am</td>
<td>10:32 am</td>
<td>11:43 am</td>
<td>12:53 pm</td>
<td>2:04 pm</td>
</tr>
<tr>
<td>Stewart's</td>
<td>7:05 am</td>
<td>8:15 am</td>
<td>9:25 am</td>
<td>10:35 am</td>
<td>11:46 am</td>
<td>12:56 pm</td>
<td>2:07 pm</td>
</tr>
<tr>
<td>DSS</td>
<td>7:10 am</td>
<td>8:20 am</td>
<td>9:30 am</td>
<td>10:38 am</td>
<td>11:49 am</td>
<td>12:59 pm</td>
<td>10:25 pm</td>
</tr>
<tr>
<td>Crosswinds</td>
<td>7:15 am</td>
<td>8:25 am</td>
<td>9:35 am</td>
<td>10:45 am</td>
<td>11:55 am</td>
<td>1:05 pm</td>
<td>2:18 pm</td>
</tr>
<tr>
<td>HHS</td>
<td>7:17 am</td>
<td>8:27 am</td>
<td>9:37 am</td>
<td>10:47 am</td>
<td>11:57 am</td>
<td>1:07 pm</td>
<td>2:20 pm</td>
</tr>
<tr>
<td>Planet</td>
<td>7:22 am</td>
<td>8:32 am</td>
<td>9:42 am</td>
<td>10:52 am</td>
<td>12:02 am</td>
<td>1:12 pm</td>
<td>2:25 pm</td>
</tr>
<tr>
<td>Store</td>
<td>7:28 am</td>
<td>8:38 am</td>
<td>9:48 am</td>
<td>10:59 am</td>
<td>12:09 pm</td>
<td>1:15 pm</td>
<td>2:29 pm</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>----------</td>
<td>----------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>Aldi’s, Big Lots, Salvation Army</td>
<td>7:34 am</td>
<td>8:44 am</td>
<td>9:54 am</td>
<td>11:08 am</td>
<td>12:15 pm</td>
<td>1:21 pm</td>
<td>2:38 pm</td>
</tr>
<tr>
<td>Staples, Good-Will, Save-A-Lot Dollar Store</td>
<td>7:42 am</td>
<td>8:52 am</td>
<td>10:02 am</td>
<td>11:13 am</td>
<td>12:23 pm</td>
<td>1:29 pm</td>
<td>2:46 pm LV</td>
</tr>
<tr>
<td>Shop Rite</td>
<td>7:49 am</td>
<td>8:55 am</td>
<td>10:09 am</td>
<td>11:20 am</td>
<td>12:30 pm</td>
<td>1:36 pm</td>
<td>2:53 pm LV</td>
</tr>
</tbody>
</table>
Southern County Bus Schedule

Route 4 – Tuesday
8:20 – Leave Garage
8:30 – Palatine Manor, Germantown
9:20 – Greenport Manor, Town Hall Rd.
* Drop passengers at Greenport area stores
9:45 – Stuyvesant (S/R 9J)
10:30 – Start at Rail Station, Providence Hall (Columbia Street) then up Warren St.,
       Green St., to Route 9 Malls
11:00 – Greenport Manor (drop-off)
12:00 – Stottville and Stuyvesant (drop-off)
12:45 – Pick up Germantown passengers and bring them back to Palatine Manor.
2:00 – Return to garage

Route 5 – Wednesday
7:30 – Leave Garage
8:10 – Pick up in Ancramdale
8:30 – Pick up Veterans on S/R 22
8:40 – Pick up on Farm Road
* Drop passengers at Greenport area stores
10:30 – Start at Rail Station, Providence Hall (Columbia Street) then up Warren St.,
       Green St., to Route 9 Malls
10:50 – Most of Copake area people have lunch at Wendy’s
11:30 – Pick up at Wendy’s (then drop off at Wal-Mart)
1:15 – Return passengers
3:00 – Return to garage

Route 6 – Thursday
8:20 – Leave garage
8:45 – Pick up @ Livingston Trailer Park
9:00 – Pick up at Whittier (S/R66)
9:10 – Pick up at Dutch Village Trailer Park
9:25 – Pick up at Greenport Manor
* Drop passengers at Greenport area stores
10:30 – Start at Rail Station, Providence Hall (Columbia Street) then up Warren St.,
       Green St., to Route 9 Malls
10:50 – Return Whittier & Greenport Manor passengers
1:00 – Return Livingston Passengers
2:00 – Return to garage
APPENDIX H

119R AGREEMENT (SAMPLE)

THIS AGREEMENT made this ___ day of ___________, 2010, by and between the County of Columbia, State of New York, herein after referred to as the Municipal Corporation and XXXXXXXXXX, hereinafter referred to as the Carrier.

WHEREAS, Section 119-r of the General Municipal Law of the State of New York authorizes a municipality of the State of New York to enter into a transactional relationship with a private bus system for the performance of certain transportation operations, and

WHEREAS, pursuant to the authority of said Section 119-r of the General Municipal Law, the Legislature of the State of New York by Section 18-b of the Transportation Laws of the State of New York enacted an assistance program for passenger transportation in the State of New York, and

WHEREAS, said Section 18-b provides that a municipality may make application to the Department of Transportation of the State of New York for receipt of funds for the maintenance of existing bus transportation services, and

WHEREAS, the municipality pursuant to the provisions of Section 119-r of the General Municipal Law of the State of New York is authorized to enter into a contract for the performance of certain bus transportation service by a private bus company, and

WHEREAS, the Municipal Corporation has made application to the Department of Transportation of the State of New York for receipt of funds authorized by said statutory provision, and when so required by the Municipal Corporation, the Carrier will attach to said application to be filed by the Municipal Corporation with the Department of Transportation of the State of New York, a copy of a transportation service contract between the Carrier and the Municipal Corporation.

NOW THEREFORE, in consideration of the covenants herein set forth, it is, mutually agreed and understood by and between the parties hereto as follows:

1. Pursuant to the Third Party Agreement between the Municipal Corporation and the Carrier, the Municipal Corporation will pay the Carrier a per mile rate in exchange for public transportation to be provided by the Carrier.

2. The Municipal Corporation will make monthly payments to the Carrier, pursuant to the abovementioned Agreement, from the county general fund.

3. The State assistance provided for by Section 18-b of the Transportation Laws of the State of New York, as well as the Federal operating assistance provided for by Section 5311, Title 49 of the United States Code will be retained by the Municipal Corporation to off-set its expenditures under this program.

4. The Municipal Corporation, upon receipt of the State assistance, will deposit the same into the county general fund.
5. The Carrier shall maintain all its accounting records in compliance with the applicable rules and regulations of the Commissioner of Transportation of the State of New York, and shall file all periodic statements and reports as may be required by the County and/or the Department of Transportation of the State of New York;

6. That included herein by reference in this agreement are the provisions authorized by Section 103-A and 133-B of the General Municipal Law with respect to waiver of immunity;

7. This Agreement shall remain in full force and effect for the duration of the program under which funds are provided to the Municipal Corporation by the State of New York and in the event that no further funds are appropriated or made available to the County by the State of New York, then and in that event, this agreement shall terminate;

8. Notwithstanding the provisions of paragraph (7) above, this agreement may be terminated by either party upon 120 days written notice;

9. The Carrier agrees, to protect, defend, indemnify and hold the Municipal Corporation and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amount of judgments, penalties, interest, court costs, or legal fees incurred by the Municipal Corporation arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the Municipal Corporation, death or damages to property (including property of the Municipal Corporation) and without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of this agreement. The Carrier agrees to investigate, handle, respond to, provide defense for and defend any such claims demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false or fraudulent. The Carrier further agrees that it will cause the Municipal Corporation to be included as an additional insured on any and all policies of insurance now carried by the Carrier.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

MUNICIPAL CORPORATION
COUNTY OF COLUMBIA
By: ___________________________ 
Title: Chairman, Board of Supervisors 
Date: 

CARRIER
XXXXXXXXXXXXXXXXXXX
By: ___________________________ 
Title: President 
Date:
CONTRACTOR'S ACKNOWLEDGEMENT

STATE OF NEW YORK  )
COUNTY OF COLUMBIA) SS.:

On this _____ day of __________, 20__, ______________________________ came before me, personally and known to me to be____________________________________________ of ______________________________________________________ the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, ___________________________________________ resides at _______________________ and that he is of said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

________________________
Notary Public
THIS AGREEMENT made this_____ day of __________2010, between

COLUMBIA COUNTY
(Hereinafter referred to as “Municipal Corporation”)

And

XXXXXXXXXXXXXXX
(Hereinafter referred to as “Carrier”)

WITNESSETH:

WHEREAS, Section 5311 of Title 49, United States Code, provides federal financial assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the States; and

WHEREAS, this Federal Non-Urbanized Area Public Transportation program is administered by the Department of Transportation of the State of New York; and

WHEREAS, the State provides certain matching funds for capital assistance projects pursuant to Article 13 of the Transportation Law and such funds are administered by the State Department of Transportation; and

WHEREAS, the Municipal Corporation is a grantee for certain capital equipment or facilities under said programs pursuant to an approved Project Application and a written Agreement with the State; and

WHEREAS, the Carrier will utilize the capital equipment obtained by the Municipal Corporation to provide certain public mass transportation services pursuant to said Project Application and Agreement with the State.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Municipal Corporation and the Carrier agree as follows:

1. Definitions. As used in this Agreement:

   “State” means the State of New York.
“FTA” means the Federal Transit Administration of the United States Department of Transportation.

“Project Application” means the federal Section 5311 capital application submitted by the Municipal Corporation to, and as approved by the Commissioner for certain Capital Equipment described in Appendix C of this Agreement, including all project supporting information submitted therewith.

“Capital Equipment” means the vehicles, equipment and/or facilities obtained by the Municipal Corporation through the federal Section 5311 program administered by the State, said equipment to be leased to the Carrier pursuant to this Agreement.

“Service Period” means the period of time set forth in Appendix C of this Agreement, said period to coincide with the period of useful life of the Capital Equipment.

“Scope of Work” means the authorized public mass transportation services to be provided by the Carrier during the Service Period, as described in the Municipal Corporation’s approved Project Application and Appendix C of this Agreement.

“Commissioner” means the Commissioner of Transportation of the State of New York or the Commissioner’s duly authorized representatives.

“Department” means the New York State Department of Transportation.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the lease of the Capital Equipment to the Carrier and the provision of certain public mass transportation services by the Carrier utilizing said Capital Equipment, and to state the terms, conditions and mutual understandings of the parties governing said lease, and the operation and maintenance of the Capital Equipment.

3. Documents Forming the Agreement. This Agreement consists of this document and the following listed attachments:

   Appendix A-- Standard Provisions for All New York State Contracts

   Appendix B-- Federal Clauses

   Appendix C-- Scope of Work, Service Period and Financial Reimbursement

This Agreement also consists of the following documents, which are incorporated by reference:

   (a) Municipal Corporation’s Project Application
   (b) Agreement between Municipal Corporation and the State

The Carrier agrees to comply with all applicable terms and conditions contained in the aforementioned documents, including all applicable rules, regulations and project supporting information and assurances of Section 5311 of Title 49, United States Code.

4. Use of Capital Equipment. The Carrier agrees that the Capital Equipment leased from
the Municipal Corporation in accordance with this Agreement will only be used to provide public mass transportation service(s) as these are described in the Municipal Corporation’s approved Project Application and Appendix C of this Agreement, and that any unauthorized use of said Capital Equipment that is not in conformance with said service(s) as described therein shall be cause for the termination of this Agreement by the Municipal Corporation or the Commissioner. Use of the Capital Equipment to provide charter or sightseeing transportation service is not permitted.

The Carrier shall keep accurate records with regard to the use of the Capital Equipment and shall submit to the Municipal Corporation such information or reports as the Municipal Corporation may from time to time request in connection therewith. The Carrier shall immediately notify the Municipal Corporation in all cases where any of the Capital Equipment is used in a manner substantially different from that required by this Agreement.

Further, the Carrier agrees to provide the annual certification of insurance described in Article 13. Also, the Carrier shall submit to the Municipal Corporation such reports relative to the use of the Capital Equipment as are required by the New York State Department of Transportation.

The Capital Equipment may not, at any time, be used exclusively for the personal transportation or the private purposes of the employees, agents, representatives, clients or associates of the Municipal Corporation or the Carrier. Violation of this restriction shall be cause for the immediate termination of this Agreement by the Commissioner or the Municipal Corporation.

5. **Maintenance of Equipment.** The Carrier agrees to keep the Capital Equipment in a safe and clean condition and in good working order, and to garage or store the equipment in a secure manner. The Carrier agrees to properly maintain the equipment according to the procedures described in the manufacturer’s service manual and through generally accepted bus industry practices for such equipment.

Besides this normal maintenance, the equipment should be regularly inspected by trained maintenance personnel and any problems uncovered through this inspection corrected in a reasonable time. Components of equipment should be tested regularly and kept in good working order.

In addition, the Carrier agrees to comply with such other maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the Municipal Corporation may from time to time require.

6. **Disposition of Equipment.** No part of the Capital Equipment shall be sold, rendered unusable or relinquished without the express prior written approval of the Commissioner. If any Capital Equipment, or portion thereof, is so sold, other than for their replacement in such service with like facilities or equipment, the Federal and State funding shares of the proceeds from such sale will be returned to the Department. Moreover, any disposition of equipment purchase under this Agreement shall conform to established Department procedures for same in accordance with applicable federal regulations.

7. **Contracts of the Carrier.** The Carrier shall not execute any contract, amendment thereto, or change order, or obligate itself in any manner with any successor Carrier with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Municipal Corporation and the Commissioner. The Municipal Corporation and the Commissioner
shall require the inclusion therein of such terms and conditions as they may deem necessary or desirable to effectuate the purpose of this Agreement as a pre-requisite to their approval. Such terms and compliance with all applicable rules, regulations and project supporting requirement of Section 5311 of Title 49, United States Code, as the latter are specified in the Municipal Corporation’s Project Application.

8. Termination or Suspension. If the Carrier, before completion, discontinues the public mass transportation services pursuant to this Agreement or if, for any reason, the commencement, prosecution or timely completion of these services by the Carrier is rendered improbable, impossible or illegal, the Municipal Corporation, by written notice to the Carrier, may terminate any or all of the Municipal Corporation’s obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of the use of Capital Equipment and such other action as the Municipal Corporation deems necessary; (2) furnishing a status report on the physical condition of the Capital Equipment; and (3) furnishing an estimate of the current fair market value of the leased Capital Equipment.

9. Record and Documentation. The Carrier shall retain all data, reports, records, logs, and other materials and information relating to activities covered by this Agreement for a period of three (3) years following the termination date of the Service Period under this Agreement and shall make the same available to the Commissioner or the United States Secretary of Transportation or their authorized representatives, for audit, inspection and copying, upon request.

10. Approval by Commissioner. This Agreement shall not become effective unless approved in writing by the Commissioner.

11. Carrier Authorization under Federal, State and Local Law. In the event that any approval, permit, action, proceeding or authorization is required by applicable law, ordinance, rule or regulation to enable the Carrier to enter into this Agreement, or to undertake the public mass transportation services, or to observe, assume, or carry out any of the provisions of this Agreement, the Carrier will initiate and complete such action as is so required.

12. Carrier Liability. The Carrier will be responsible for all damage to life and property due to activities of the Carrier, his subcontractors, agents or employees in connection with the utilization of the Capital Equipment leased from the Municipal Corporation pursuant to this Agreement. The Carrier shall indemnify and hold harmless the Municipal Corporation and the State and their employees from any and all claims, actions, suits, proceedings, costs, expenses, judgments, damages, and liabilities, including reasonable attorneys’ fees, arising out of or resulting from acts or omissions of the Carrier, its Contractors, subcontractors, agents or employees, relating to the utilization of the Capital Equipment.

13. Insurance. The Carrier agrees to procure and maintain at his own expense, insurance of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the state Department of Transportation, covering all operations under this Agreement, whether performed by him or by
subcontractor. Before operating the Capital Equipment, the Carrier shall furnish to the Municipal Corporation a certificate or certificates in a form satisfactory to the Municipal Corporation or showing that he has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Municipal Corporation. The kinds and amounts of insurance required are as follows:

(a) Worker’s Liability Insurance: Policy or policies covering the obligations of the Carrier in accordance with the provisions of any applicable worker’s liability insurance including for the State of New York, Chapter 41, Laws of 1914, as amended, known as the Worker’s Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949; this Agreement shall be void and of no effect unless the Carrier procures such policy or policies and maintains the same in force.

(b) Bodily Injury and Property Damage: Policies of bodily injury liability and property damage liability insurance in accordance with applicable State laws and regulation covering the Carrier, the Municipal Corporation and the State of New York, shall be provided by the Carrier at adequate limits for the protection of all parties and subject to the approval of the Municipal Corporation.

(c) Theft, Fire and Collision Losses: The Carrier shall maintain, at all times, collision and comprehensive insurance so as to assure recovery of the actual cost value of the Capital Equipment, in the event of theft, damage or complete loss from fire or collision. The collision insurance may contain a deductible provision amounting to $1,000. The Carrier agrees to return to the Municipal Corporation, the Federal, State and Municipal Corporation’s shares of the proceeds of any settlement on theft, fire and/or collision losses, pro-rated and the basis of each entity’s percentage contribution to the original purchase price of the Capital Equipment.

14. Inspection. During the term of this agreement, the Carrier shall permit, and require its subcontractors to permit, the Chief Executive Officer of the Municipal Corporation, the Commissioner, and Secretary of the United States Department of Transportation or their authorized representatives, to inspect the condition of the Capital Equipment and the operation of said Capital Equipment in public mass transportation service and to inspect all data, records and accounts maintained by the Carrier that are required pursuant to this agreement, at any time during the normal business hours of the Carrier.

15. Terms of Agreement. The term of this Agreement shall be the entire Service Period specified in Appendix C of this Agreement, with the provisions of Article 9 of this Agreement remaining in effect as specified therein.

IN WITNESS, WHEREOF, the Municipal Corporation and the Carrier have executed this Agreement by and through their respective authorized representatives, effective the day and year first above written:

MUNICIPAL CORPORATION
COUNTY OF COLUMBIA

By: ______________________________ by: ___________________________
Title: Chairman, Board of Supervisors Title: President

CARRIER

XXXXXXXXXXXXXXXXXXXXX

COUNTY OF COLUMBIA

By: ______________________________ by: ___________________________
Title: Chairman, Board of Supervisors Title: President