



INVITATION FOR BIDS

- Management, Operation and Maintenance of the Columbia County Rural Public Transportation Shopping Shuttle Expansion
- 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 **October 6, 2022 at 2:15 P.M.**
- Questions should be submitted by email *only* to Marissa.Hogencamp@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 SHOPPING SHUTTLE EXPANSION**” on the outside of the Bid envelope of the Bid might necessitate the premature opening of the Bid which might compromise its confidentiality.

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INVITATION FOR BID

Management, Operation and Maintenance of the Expansion of the Columbia County Rural Public Transportation Shopping Shuttle

Intent

It is the intent of Columbia County to contract for the operation and management of the County's expansion of the shopping shuttle within the public transportation system. The operator will operate an expanded existing fixed route system, under new hours, with route deviation service within the Town of Greenport and City of Hudson starting on **December 1, 2022**. 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, the Empire State Purchasing Group (Bidnet Direct), 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 OCTOBER 6, 2022 at 2:00 P.M.

Clearly mark envelope: "INVITATION FOR BID: Management, Operation and Maintenance of the Expansion of the Columbia County Rural Public Transportation Shopping Shuttle."

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 C). 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 farebox 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 (Price Per Mile)
- 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 Shopping Shuttle expansion.

Contractor Information

The successful Contractor must be a reputable, established and financially stable Contractor of the service requested. The County requires assurances 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 one (1) year 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 NYSDOT.

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 “F”).

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.

It is each Contractor's responsibility to become familiar with the route prior to submitting their Bid.

Estimated Ridership

Please note that this Invitation for Bids is being published in reference to new hours of operation under our current Shopping Shuttle Route and therefore no statistical data is currently available for the route and schedule to be bid upon.

Statistical data regarding current ridership during our standard Shopping Shuttle Route is found in Appendix E. 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 Management

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 to evaluate the Shopping Shuttle extension towards continued improvements 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. Should service be modified to the extent that hours of service, number of buses or total miles are affected 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 negotiations 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 schedule published by Columbia County will provide approximate times and predetermined 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. If necessary, Contractor will work with the County to adjust

published schedules to reflect travel times. Any change in the service or schedule shall be at the option of the County. (See Appendix F)

- 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 directly to the Columbia 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 Bids.
- The 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, Workers' 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, tickets, 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 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.

Vehicle Type/Age

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

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

At a minimum, each vehicle shall comply with all ADA requirements and meet all NYSDOT inspection and licensing requirements with a seating capacity of at least fifteen (15).

School buses or similar are NOT an acceptable form of transportation.

Spare Vehicles

The selected Contractor is required to have at their immediate disposal sufficient spare fully compliant vehicles to meet service needs. It is the Contractor's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements at all times. Contractor provided vehicles shall be comparable in size, configuration and appearance to those regularly used by the Contractor to service the route.

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. 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.
- All back-up vehicles must meet the above standards in order to ensure the 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 thirty (30) days of occurrence in a high quality manner. In order to extend the repair period beyond thirty

(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.

Fuel Provision

The Carrier is responsible for supplying its own fuel and should take this into consideration when making their bid.

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. 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
 - 2. No-Fault - New York Statutory Personal Injury Protection.
 - 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
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.
- . 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"
- a. 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. No smoking shall occur on the buses.

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 in relation to its Public Transportation systems. 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 the 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 as specified above for Columbia County during the project period. The Bid shall include per mile price using the Contractor's own vehicles.

The contract resulting from this Invitation for Bids will be for one (1) year 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 19,736. Online mapping software tracks the main route as 11 miles, and the no-DSS variant as 10.5 miles. However, when adding in parking lots and one-off route deviations, the average route is 14.3. As noted in Appendix F, the schedule consists of 4 loops of the route, plus a partial loop, Monday - Saturday. The Sunday schedule is 3 loops, plus a partial loop. There are 12 holidays with no service.

"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 1,732. As noted in the Appendix, the schedule consists of 5 hours and 8 minutes Monday - Friday. Four hours and 50 minutes on Saturday. The Sunday schedule is 4 hours. There are 12 holidays with no service.

"Revenue vehicle hours" means the actual hours driven by the Contractor's vehicles while providing service as specified in the timetable.

TECHNICAL SPECIFICATIONS

1. Bidders must submit documentation of safety inspection rating by NYSDOT. Bidders with high safety inspection ratings will be prioritized as one of the factors in awarding.
2. Bidders must submit documentation of the ability to access and provide adequate vehicles.
3. Bidders must submit documentation disclosing how many years they've operated in the transportation of passengers industry.

BID 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.

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 startup 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.

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.

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, and 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:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) (IS/ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES

LEGAL RESIDENCE

President

Vice President

Secretary

Treasurer

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:

Legal name of person, firm or corporation

By _____

Title _____

Street Address _____

City, State _____

Legal name of person, firm or corporation

By _____

Title _____

Street Address _____

City, State _____

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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

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

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

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

Grantees, Contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification; By signing and submitting this bid or 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>.

Firm Legal Name/Address	NYSUCP Certified DBE		% of Total Contract Value
	DBE	None	
A. Prime Consultant			
B. Sub-Consultants			
Total			100%

ADDENDA PAGE

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 _____

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 or 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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

October 2019

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

August 2022

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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. EXECUTORY 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 \$25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 agency, its representatives, or the State Comptroller.

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 pending or future litigation.

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 Part 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 clause. 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. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. 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. 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
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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. 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX B

STANDARD FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with 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 persons with disabilities, including any subsequent amendments to that Act, and with 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S.GSA, U.S. EEOC, U.S.FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323 (d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and Implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42

U.S.C. § 2000e et seq. and Federal transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA. ·

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in

turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701).all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(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 forty 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 forty 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 the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 forty 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 agency 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 any

moneys payable on account of work performed by the 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 and 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. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R.pt. 180 and 2 C.F.R. pt. 3000.As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, 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 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained In the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause-

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

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

Statement of Unavailability of U S -Flag Air Carriers

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired -

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

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

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S.DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S.DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S.DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C.

§ 5310. FTA reserves the right to 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 make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C.5323 (f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations. "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

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

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

b. Documents- The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R.

part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is In the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract

obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the 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 the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor has possession of Agency goods, the Contractor shall, upon direct order of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency 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. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and

obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§180.220 and 1200.220.

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikivision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information.

d. See also § 200.471.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

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

(1) It will comply and facilitate compliance with U.S.DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public {Federal State, or local} transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification.

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a-2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official. and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any

Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification Contractor: _____

Signature of Authorized Official: _____ Date: _____

Name and Title of Contractor's Authorized Official: _____

APPENDIX C

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

XXXXXXXXXXXXXXXXXXXXX

(hereinafter referred to as "Carrier")

W I T N E S S E T H

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 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 temporality 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 XXXXXXXXXXXX.

(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

CARRIER

COUNTY OF COLUMBIA

XXXXXXXXXXXXXXXXXX

By: _____

By: _____

Title: Chairman, Board of Supervisors

Title: President

Date: _____, 2022

Date: _____, 2022

APPENDIX D

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.
4. 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.
 - 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.
- c. 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 E

SAMPLE SHOPPING SHUTTLE RIDERS & MILEAGE FOR 2021

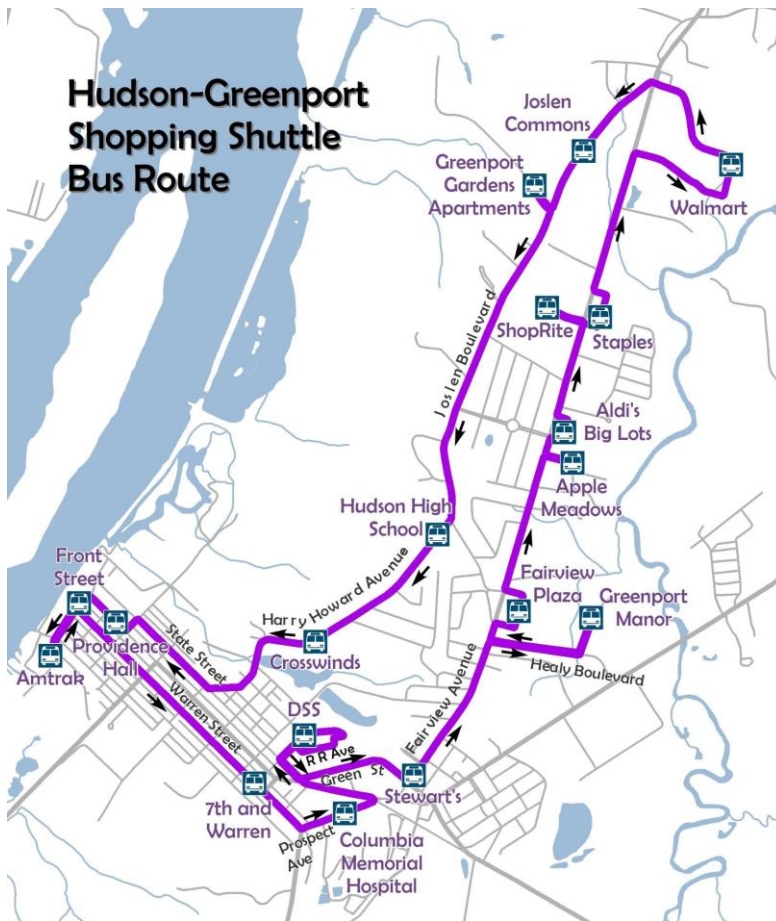
This is to provide context. These statistics are
for the same route as bid, but different days
and times.

<u>Month</u>	<u>Riders</u>	<u>Miles</u>
January	1212	2295
February	977	2564
March	1472	2697
April	1662	2664
May	1474	2376
June	1601	2597
July	1753	2600
August	1596	2494
September	1929	2478
October	1937	2499
November	1661	2385
December	1815	2584
<u>Totals</u>	19089	30233

APPENDIX F

Bus Routes and Fee Schedule

Added Route (service for bid)



The Columbia County Department of Social Services (DSS) is only included on the route during office hours. At other times, the bus will travel from Columbia Memorial Hospital to State Street and Green Street to Stewart's Shops.

Monday - Friday Service

Location	M - F Stop 1	M - F Stop 2	M - F Stop 3	M - F Stop 4	M - F Stop 5
Crosswinds	3:07:00 PM	4:19:00 PM	5:31:00 PM	6:46:00 PM	8:01:00 PM
Providence Hall	3:10:00 PM	4:22:00 PM	5:34:00 PM	6:49:00 PM	8:04:00 PM
Front Street	3:12:00 PM	4:24:00 PM	5:36:00 PM	6:51:00 PM	8:06:00 PM
Amtrak	3:14:00 PM	4:26:00 PM	5:38:00 PM	6:53:00 PM	8:08:00 PM
7th and Warren	3:18:00 PM	4:30:00 PM	5:42:00 PM	6:57:00 PM	8:12:00 PM
CMH	3:22:00 PM	4:34:00 PM	5:46:00 PM	7:01:00 PM	
DSS - Afternoon only	3:26:00 PM	4:38:00 PM	No Stop Turn at Green St. & State St.		
Stewart's	3:30:00 PM	4:42:00 PM	5:51:00 PM	7:06:00 PM	
Greenport Manor	3:35:00 PM	4:47:00 PM	5:56:00 PM	7:11:00 PM	
Fairview Plaza	3:39:00 PM	4:51:00 PM	6:00:00 PM	7:15:00 PM	
Apple Meadows	3:43:00 PM	4:55:00 PM	6:04:00 PM	7:19:00 PM	
Big Lots, Etc.	3:46:00 PM	4:58:00 PM	6:07:00 PM	7:22:00 PM	
ShopRite	3:51:00 PM	5:03:00 PM	6:12:00 PM	7:27:00 PM	
Staples	3:55:00 PM	5:07:00 PM	6:16:00 PM	7:31:00 PM	
Walmart Plaza	3:59:00 PM	5:11:00 PM	6:20:00 PM	7:35:00 PM	
Joslen Commons	4:04:00 PM	5:16:00 PM	6:25:00 PM	7:40:00 PM	
Greenport Gardens	4:09:00 PM	5:21:00 PM	6:30:00 PM	7:45:00 PM	
Hudson High School	4:14:00 PM	5:26:00 PM	6:35:00 PM	7:50:00 PM	

Saturday Service

Location	Sat Stop 1	Sat Stop 2	Sat Stop 3	Sat Stop 4	Sat Stop 5
Crosswinds	3:07:00 PM	4:16:00 PM	5:25:00 PM	6:34:00 PM	7:43:00 PM
Providence Hall	3:10:00 PM	4:19:00 PM	5:28:00 PM	6:37:00 PM	7:46:00 PM
Front Street	3:12:00 PM	4:21:00 PM	5:30:00 PM	6:39:00 PM	7:48:00 PM
Amtrak	3:14:00 PM	4:23:00 PM	5:32:00 PM	6:41:00 PM	7:50:00 PM
7th and Warren	3:18:00 PM	4:27:00 PM	5:36:00 PM	6:45:00 PM	7:54:00 PM
CMH	3:22:00 PM	4:31:00 PM	5:40:00 PM	6:49:00 PM	
DSS - M - F Only	No Stop - Turn at Green and State				
Stewart's	3:27:00 PM	4:36:00 PM	5:45:00 PM	6:54:00 PM	
Greenport Manor	3:32:00 PM	4:41:00 PM	5:50:00 PM	6:59:00 PM	
Fairview Plaza	3:36:00 PM	4:45:00 PM	5:54:00 PM	7:03:00 PM	
Apple Meadows	3:40:00 PM	4:49:00 PM	5:58:00 PM	7:07:00 PM	
Big Lots, Etc.	3:43:00 PM	4:52:00 PM	6:01:00 PM	7:10:00 PM	
ShopRite	3:48:00 PM	4:57:00 PM	6:06:00 PM	7:15:00 PM	
Staples	3:52:00 PM	5:01:00 PM	6:10:00 PM	7:19:00 PM	
Walmart Plaza	3:56:00 PM	5:05:00 PM	6:14:00 PM	7:23:00 PM	
Joslen Commons	4:01:00 PM	5:10:00 PM	6:19:00 PM	7:28:00 PM	
Greenport Gardens	4:06:00 PM	5:15:00 PM	6:24:00 PM	7:33:00 PM	
Hudson High School	4:11:00 PM	5:20:00 PM	6:29:00 PM	7:38:00 PM	

Sunday Service

Location	Sunday Stop 1	Sunday Stop 2	Sunday Stop 3	Sunday Stop 4
Crosswinds	11:00:00 AM	12:09:00 PM	1:18:00 PM	2:27:00 PM
Providence Hall	11:03:00 AM	12:12:00 PM	1:21:00 PM	2:30:00 PM
Front Street	11:05:00 AM	12:14:00 PM	1:23:00 PM	2:32:00 PM
Amtrak	11:07:00 AM	12:16:00 PM	1:25:00 PM	2:34:00 PM
7th and Warren	11:11:00 AM	12:20:00 PM	1:29:00 PM	2:38:00 PM
CMH	11:15:00 AM	12:24:00 PM	1:33:00 PM	2:42:00 PM
DSS - M - F Only	No Stop - Turn at Green St. and State St.			
Stewart's	11:20:00 AM	12:29:00 PM	1:38:00 PM	2:47:00 PM
Greenport Manor	11:25:00 AM	12:34:00 PM	1:43:00 PM	2:52:00 PM
Fairview Plaza	11:29:00 AM	12:38:00 PM	1:47:00 PM	2:56:00 PM
Apple Meadows	11:33:00 AM	12:42:00 PM	1:51:00 PM	3:00:00 PM
Big Lots, Etc.	11:36:00 AM	12:45:00 PM	1:54:00 PM	
ShopRite	11:41:00 AM	12:50:00 PM	1:59:00 PM	
Staples	11:45:00 AM	12:54:00 PM	2:03:00 PM	
Walmart Plaza	11:49:00 AM	12:58:00 PM	2:07:00 PM	
Joslen Commons	11:54:00 AM	1:03:00 PM	2:12:00 PM	
Greenport Gardens	11:59:00 AM	1:08:00 PM	2:17:00 PM	
Hudson High School	12:04:00 PM	1:13:00 PM	2:22:00 PM	

Existing Route
(not part of bid)

LOCATION	AM				PM			
Crosswinds	6:45	7:58	9:08	10:18	11:30	12:43	1:55	
Providence Hall	6:49	8:02	9:10	10:22	11:35	12:48	1:58	
Front Street	6:51	8:04	9:12	10:24	11:37	12:50	2:00	
Amtrak	6:54	8:06	9:15	10:27	11:39	12:52	2:01	
7th and Warren	6:58	8:10	9:19	10:31	11:44	12:57	2:05	
CMH	7:02	8:14	9:23	10:35	11:48	1:01	2:09	
DSS	7:06	8:18	9:26	10:39	11:52	1:05	2:13	
Stewart's	7:10	8:22	9:30	10:42	11:56	1:10	2:17	
Greenport Manor	7:15	8:27	9:35	10:47	12:01	1:15	2:25	
Fairview Plaza	7:19	8:31	9:39	10:51	12:05	1:19	2:29	
Apple Meadows	7:22	8:35	9:42	10:55	12:09	1:23	2:33	
Big Lots, Etc.	7:25	8:38	9:45	10:58	12:13	1:26	2:38	
ShopRite	7:30	8:42	9:50	11:02	12:19	1:30	2:42	
Staples	7:34	8:45	9:54	11:06	12:22	1:34	2:46	
Walmart Plaza	7:42	8:49	9:58	11:10	12:26	1:38	2:50	
Joslen Commons	7:43	8:54	10:03	11:15	12:31	1:43	2:55	
Greenport Gardens	7:44	8:59	10:08	11:20	12:36	1:48	3:00	
Hudson High School	7:48	9:03	10:13	11:25	12:41	1:53	3:04	

APPENDIX G

119R AGREEMENT (SAMPLE)

THIS AGREEMENT made this ____ day of _____, 2022, by and between the County of Columbia, State of New York, herein after referred to as the Municipal Corporation and XXXXXXXXXXXX, 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

CARRIER

COUNTY OF COLUMBIA

XXXXXXXXXXXXXXXXXXXX

By: _____

by: _____

Title: Chairman, Board of Supervisors

Title: President

Date:

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